

EXHIBIT D

TCE PI Trust Agreement

MET-COIL SYSTEMS CORPORATION
TCE PI TRUST AGREEMENT

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THE MET-COIL SYSTEMS CORPORATION
TCE PI TRUST AGREEMENT

This Met-Coil Systems Corporation TCE PI Trust Agreement (“TCE PI Trust Agreement”), dated as of the date set forth on the signature page hereof and effective as of the Effective Date,¹ is entered into by Met-Coil Systems Corporation (“Met-Coil,” the “Settlor,” the “Debtor” or the “Reorganized Debtor”), the debtor and debtor-in-possession in Case No. 03-12676 (the “Chapter 11 Case”) pending in the Bankruptcy Court as Settlor; the Future Claimants’ Representative; and the Trustee identified on the signature page hereof and appointed at Confirmation pursuant to the Plan.

WHEREAS, at the time of the entry of the order for relief in the Chapter 11 case, Met-Coil was named as a defendant in actions involving personal injury (“PI”) or death claims allegedly caused by exposure to TCE for which Met-Coil, the Mestek Affiliates, their respective predecessors, successors, assigns, and/or in certain circumstances, other parties, allegedly have legal liability; and

WHEREAS, Met-Coil has reorganized under the provisions of Chapter 11 of the Bankruptcy Code in the Chapter 11 Case pending in the Bankruptcy Court; and

WHEREAS, the Bankruptcy Court has confirmed the Plan; and

WHEREAS, the Plan provides, *inter alia*, for the creation of the TCE PI Trust; and

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Fourth Amended Chapter 11 Plan of Reorganization Proposed By Met-Coil Systems Corporation and Mestek, Inc. as Co-Proponents, dated June 22, 2004 (as amended, modified, or supplemented from time to time, the “Plan”), and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the Plan, but defined in the Bankruptcy Code or Rules, shall have the

WHEREAS, pursuant to the Plan, the TCE PI Trust is to use its assets and income to satisfy all TCE PI Trust Claims; and

WHEREAS, the TCE PI Trust shall be administered, maintained, and operated at all times through mechanisms that provide reasonable assurance that the TCE PI Trust will satisfy all TCE PI Trust Claims pursuant to the Met-Coil Systems Corporation TCE PI Trust Distribution Procedures (“TDP”) that are attached hereto as Exhibit 1 in substantially the same manner, and in strict compliance with, the terms of this TCE PI Trust Agreement; and

WHEREAS, pursuant to the Plan, the TCE PI Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 et seq. to the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (“IRC”); and

WHEREAS, the Bankruptcy Court has determined that the TCE PI Trust and the Plan satisfy all of the prerequisites for an injunction pursuant to section 105 of the Bankruptcy Code, and the TCE Channeling Injunction has been entered in connection with the Confirmation Order and the Plan;

NOW, THEREFORE, it is hereby agreed as follows:

meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

SECTION 1

AGREEMENT OF TRUST

1.1 Creation and Name. Met-Coil as Settlor hereby creates a trust known as the “Met-Coil Systems Corporation TCE PI Settlement Trust,” which is the TCE PI Trust provided for and referred to in the Plan. The Trustee of the TCE PI Trust may transact the business and affairs of the TCE PI Trust in the name of the TCE PI Trust.

1.2 Purpose. The purpose of the TCE PI Trust is to assume the liabilities for all TCE PI Trust Claims, and to use the TCE PI Trust Assets to pay the holders of all TCE PI Trust Claims in accordance with this TCE PI Trust Agreement and the TDP in such a way that such holders of TCE PI Trust Claims are treated fairly, equitably, and reasonably in light of the merits of each claim and the assets available to satisfy such claims.

1.3 Transfer of Assets. Pursuant to the Plan, the TCE PI Trust Assets have been transferred and assigned to the TCE PI Trust to settle and discharge all TCE PI Trust Claims. Pursuant to the Plan and the Confirmation Order, on the Effective Date, such assets shall have been transferred to the TCE PI Trust free and clear of any Liens, claims, rights of setoff, security interests, pledges, encumbrances, adverse rights or interests, covenants, charges, debts, and contractually imposed restrictions. All such Liens, claims, rights of setoff, security interests, pledges, encumbrances, adverse rights or interests, covenants, charges, debts, and contractually imposed restrictions shall be extinguished except as otherwise provided in the TCE PI Trust, the Plan and the Confirmation Order.

1.4 Acceptance of Assets and Assumption of Liabilities

(a) In furtherance of the purposes of the TCE PI Trust, the Trustee, on behalf of the TCE PI Trust, hereby expressly accepts the transfer and assignment to the TCE PI Trust of the TCE PI Trust Assets in the time and manner as contemplated in the Plan.

(b) In furtherance of the purposes of the TCE PI Trust, the Trustee, on behalf of the TCE PI Trust, expressly assumes all TCE PI Trust Claims, including the liability related thereto. Except as otherwise provided in the Plan, the Confirmation Order, this TCE PI Trust Agreement and the TDP, the TCE PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that any Protected Party has or would have had under applicable law (except as against any Protected Party). Regardless of the foregoing, however, a claimant must meet otherwise applicable federal, state and foreign statutes of limitations and repose, except that a claimant may establish that such statutes were tolled.

(c) No provision herein or in the TDP shall be construed to mandate distributions on any claims or other actions that would contravene the TCE PI Trust's compliance with the requirements of a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

(d) Nothing in this TCE PI Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the TCE Channeling Injunction issued in connection with the Plan or the TCE PI Trust's assumption of all TCE PI Trust Claims, including the liabilities related thereto, subject to the provisions of Section 1.4(b) above.

SECTION 2

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

(a) The Trustee is and shall act as the fiduciary to the TCE PI Trust in accordance with the provisions of this TCE PI Trust Agreement and the Plan. The Trustee shall, at all times, administer the TCE PI Trust and the TCE PI Trust Assets in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this TCE PI Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the TCE PI Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or otherwise specified herein, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustee shall have the power to:

- (i) receive and hold the TCE PI Trust Assets;
- (ii) invest the monies held from time to time by the TCE PI Trust;
- (iii) enter into leasing and financing agreements with third parties to the

extent such agreements are reasonably necessary to permit the TCE PI Trust to operate;

(iv) pay liabilities and expenses of the TCE PI Trust, including, but not limited to, Trust Expenses;

(v) establish such funds, reserves and accounts within the TCE PI Trust, as deemed by the Trustee to be useful in carrying out the purposes of the TCE PI Trust;

(vi) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding;

(vii) establish, supervise and administer the TCE PI Trust in accordance with this Agreement, the TDP and the terms thereof, and create bylaws (the “TCE PI Trust Bylaws”) to assist in the administration of the TCE PI Trust;

(viii) appoint such officers, hire such employees and engage such legal, financial, accounting, investment, auditing and forecasting, and other consultants, advisors, independent contractors, and agents as the business of the TCE PI Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this TCE PI Trust;

(ix) pay from the TCE PI Trust Assets, employees, legal, financial, accounting, investment, auditing, and forecasting, and other consultants, advisors, independent contractors, and agents, including those engaged by the TCE PI Trust in connection with its alternative dispute resolution activities, reasonable compensation;

(x) compensate from the TCE PI Trust Assets the Trustee and the Future Claimants' Representative as provided below, and their employees, legal, financial, accounting, investment and other advisors, consultants, independent contractors, and agents, and reimburse the Trustee and the Future Claimants' Representative all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xi) execute and deliver such instruments as the Trustee considers proper in administering the TCE PI Trust;

(xii) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the TCE PI Trust, provided such arrangements do not conflict with any other provisions of this TCE PI Trust Agreement or the Plan;

(xiii) in accordance with Section 4.6 below, defend, indemnify and hold harmless (and purchase insurance indemnifying) (A) the Trustee, (B) the Future Claimants' Representative and the officers and employees of the TCE PI Trust, and (C) any agents, advisors and consultants of the TCE PI Trust or the Future Claimants' Representative (the "Additional Indemnitees"), to the fullest extent that a corporation or trust organized under the law of the TCE PI Trust's situs is from time to time entitled to indemnify and/or insure its directors, trustees, officers, employees, agents, advisors and representatives;

(xiv) delegate any or all of the authority herein conferred with respect to the investment, in accordance with Section 3.2 below, of all or any portion of the TCE PI Trust Assets to any one or more reputable individuals or recognized institutional investment advisors

or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 4.4 below; and

(xv) consult with the Reorganized Debtor, Mestek, and the Future Claimants' Representative at such times and with respect to such issues relating to the conduct of the TCE PI Trust as the Trustee considers desirable.

(d) The Trustee shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall give the Future Claimants' Representative, Reorganized Debtor, and Mestek prompt notice of any act performed or taken pursuant to Sections 2.1(c)(xv) above and any act proposed to be performed or taken pursuant to Section 2.2(e) below.

2.2 General Administration.

(a) The Trustee shall adopt and act in accordance with the TCE PI Trust Bylaws. To the extent not inconsistent with the terms of this TCE PI Trust Agreement, the TCE PI Trust Bylaws shall govern the affairs of the TCE PI Trust. In the event of an inconsistency between the TCE PI Trust Bylaws and this TCE PI Trust Agreement, the TCE PI Trust Agreement shall govern.

(b) The Trustee shall (i) timely file such income tax and other returns and statements and shall timely pay all taxes required to be paid, (ii) comply with all withholding obligations, as required under the applicable provisions of the Internal Revenue Code and of any state law and the regulations promulgated thereunder, (iii) meet without limitation all requirements necessary to qualify and maintain qualification of the TCE PI Trust as a qualified

settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC, and (iv) take no action that could cause the TCE PI Trust to fail to qualify as a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

(c) The Trustee shall timely account to the Bankruptcy Court as follows:

(i) The Trustee shall cause to be prepared and filed with the Bankruptcy Court (or otherwise make publicly available after the Chapter 11 Case is closed), as soon as available, and in any event within one hundred and twenty (120) days following the end of each fiscal year, an annual report containing financial statements of the TCE PI Trust (including, without limitation, a balance sheet of the TCE PI Trust as of the end of such fiscal year and a statement of operations for such fiscal year) reviewed by a firm of independent certified public accountants selected by the Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the cash and investments available for the payment of claims and as to the conformity of the financial statements with generally accepted accounting principles. The Trustee shall provide a copy of such report to the Future Claimants' Representative, Reorganized Debtor, and Mestek when such reports are filed with the Bankruptcy Court or, after the Chapter 11 Case is closed, otherwise made publicly available.

(ii) Simultaneously with the delivery of each set of financial statements referred to in Section 2.2(c)(i) above, the Trustee shall cause to be prepared and filed with the Bankruptcy Court, or otherwise make publicly available, a report containing a summary regarding the number and type of claims disposed of during the period covered by the financial statements. The Trustee shall provide a copy of such report to the Future Claimants'

Representative, Reorganized Debtor, and Mestek when such report is filed with the Bankruptcy Court or, after the Chapter 11 Case is closed, otherwise made publicly available.

(iii) All materials required to be filed with the Bankruptcy Court by this Section 2.2(c) shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court and shall be filed with the Bankruptcy Court or, after the closing of the Chapter 11 Case, otherwise made available to the public.

(d) The Trustee shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projections covering such fiscal year and the succeeding four fiscal years. The Trustee shall provide a copy of the budget and cash flow projections to the Future Claimants' Representative, Reorganized Debtor, and Mestek.

(e) The Trustee shall consult with the Future Claimants' Representative pursuant to the consultation process set forth in Section 5.6 below (i) on the general implementation and administration of the TCE PI Trust; (ii) on the general implementation and administration of the TDP; and (iii) any other instances elsewhere enumerated, including:

(i) to change the Scheduled Diseases, Disease Levels, Maximum Values, Minimum Values, and/or Medical/Exposure Criteria defined and set forth in Section 4.3(a) of the TDP, and/or the Exposure Values and/or Exposure Criteria as defined and set forth in Section 4.3(b) of the TDP;

(ii) to establish and/or to change the Claims Materials (as defined in the TDP) to be provided holders of TCE PI Trust Claims under Section 5.1 of the TDP;

(iii) to require that claimants provide additional kinds of medical

evidence pursuant to Section 4.5 of the TDP;

(iv) to change the form of release to be provided pursuant to Section 6.7 of the TDP, provided that any change to the form of release shall not in any way, impact or impair the protections afforded to Met-Coil, Reorganized Debtor, Mestek or any Mestek Affiliate absent such entities' express written consent;

(v) to terminate the TCE PI Trust pursuant to Section 6.2 below;

(vi) to change the compensation and/or per diem of the Future Claimants' Representative or Trustee, other than to reflect cost-of-living increases or changes approved by the Bankruptcy Court as otherwise provided herein; or

(vii) to take structural or other actions to minimize any tax on the TCE PI Trust Assets.

(f) The Trustee shall meet with the Future Claimants' Representative no less often than semi-annually. The Trustee shall meet in the interim with the Future Claimants' Representative when so requested by either party.

(g) The Trustee, upon notice from the Future Claimants' Representative, if practicable in view of pending business, shall at their next meeting with the Future Claimants' Representative consider issues submitted by the Future Claimants' Representative.

(h) Periodically, but not less often than once a year, the Trustee shall make available to claimants and other interested parties the number of claims by Disease Levels (as defined in the TDP) that have been resolved by individual review, by mediation, by arbitration,

or by trial, indicating the amounts of the awards and the averages of the awards by jurisdiction pursuant to Section 7.10 of the TDP.

2.3 Claims Administration.

(a) The Trustee shall promptly proceed to implement the TDP.

(b) Notwithstanding anything to the contrary in this TCE PI Trust Agreement or the TCE PI Trust Distribution Procedures, the Trustee shall pay the Settled TCE PI Trust Claims within five (5) Business Days after the Effective Date from the TCE PI Trust Assets.

SECTION 3

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts. The Trustee may, from time to time, create such accounts and reserves within the TCE PI Trust as he or she may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses and payment of TCE PI Trust Claims and may, with respect to any such account or reserve, restrict the use of monies therein.

3.2 Investments. Investment of monies held in the TCE PI Trust shall be administered in the manner in which individuals of ordinary prudence, discretion, and judgment would act in the management of their own affairs, subject to the following limitations and provisions:

(a) The TCE PI Trust shall not acquire, directly or indirectly, equity in any entity or business enterprise if, immediately following such acquisition, the TCE PI Trust would hold more than 5% of the equity in such entity or business enterprise. The TCE PI Trust shall not hold, directly or indirectly, more than 10% of the equity in any entity or business enterprise.

(b) The TCE PI Trust shall not acquire or hold any long-term debt securities unless (i) such securities are TCE PI Trust Assets under the Plan, (ii) such securities are rated “Baa” or higher by Moody’s, “BBB” or higher by Standard & Poor’s (“S&P’s”), or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency, or (iii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof.

(c) The TCE PI Trust shall not acquire or hold for longer than ninety (90)

days any commercial paper unless such commercial paper is rated “Prime-1” or higher by Moody’s or “A-1” or higher by S&P’s or has been given an equivalent rating by another nationally recognized statistical rating agency.

(d) The TCE PI Trust shall not acquire or hold any common or preferred stock or convertible securities unless such stock or securities are rated “A” or higher by Moody’s or “A” or higher by S&P’s or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency.

(e) The TCE PI Trust shall not acquire any debt securities or other instruments issued by any entity (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof) if, following such acquisition, the aggregate market value of all debt securities and instruments issued by such entity held by the TCE PI Trust would exceed 2% of the aggregate value of the TCE PI Trust estate. The TCE PI Trust shall not hold any debt securities or other instruments issued by any entity (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof) to the extent that the aggregate market value of all securities and instruments issued by such entity held by the TCE PI Trust would exceed 5% of the aggregate value of the TCE PI Trust Assets.

(f) The TCE PI Trust shall not acquire or hold any certificates of deposit unless all publicly held, long-term debt securities, if any, of the financial institution issuing the certificate of deposit and the holding company, if any, of which such financial institution is a subsidiary, meet the standards set forth in Section 3.2(b) above.

(g) The TCE PI Trust may acquire and hold any securities or instruments issued by Reorganized Debtor or any successor to Reorganized Debtor, or obtained as proceeds of litigation or otherwise to resolve disputes, without regard to the limitations set forth in Subsections (a)-(f) above.

(h) The TCE PI Trust shall not acquire or hold any repurchase obligations unless, in the opinion of the Trustee, they are adequately collateralized.

(i) The TCE PI Trust shall not acquire or hold any options.

3.3 Source of Payments. All Trust Expenses and all payments and liabilities with respect to TCE PI Trust Claims shall be payable solely by the TCE PI Trust out of the TCE PI Trust Assets. Neither Met-Coil, the Reorganized Debtor, the Mestek Affiliates, their respective present or future subsidiaries, divisions, parents, affiliates, successors in interest, assigns, directors, officers, employees, or agents, nor the Trustee or Future Claimants' Representative, their respective officers, agents, advisors, or employees nor any other party, other than the TCE PI Trust, shall be liable for the payment of any Trust Expense, TCE PI Trust Claim or any other liability of the TCE PI Trust.

SECTION 4

TRUSTEE

4.1 Appointment. There shall be one Trustee who shall initially be the person named on the signature page hereof.

4.2 Term of Service.

(a) The initial Trustee named pursuant to Article 4.1 above shall serve a term of three (3) years. Thereafter, each subsequent term of service shall be five (5) years. The initial Trustee shall serve from the Effective Date until the earlier of (i) the end of his or her term, (ii) his or her death, (iii) his or her resignation pursuant to Section 4.2(b) below, (iv) his or her removal pursuant to Section 4.2(c) below, or (v) the termination of the TCE PI Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time by written notice to the Future Claimants' Representative. Such notice shall specify a date when such resignation shall be effective, which shall not be less than 90 days after the date such notice is given, where practicable; provided, however, in no event shall the resignation of the Trustee be effective until the appointment of a successor Trustee.

(c) The Trustee may be removed by motion to the Bankruptcy Court or such other court of competent jurisdiction by the Future Claimants' Representative in the event that the Trustee becomes unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of Section

2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require the approval of the Bankruptcy Court or such other court of competent jurisdiction, and shall take effect at such time as such court shall determine.

4.3 Appointment of Successor Trustee.

(a) In the event of a vacancy in the position of Trustee, whether by term expiration, resignation or removal, the Future Claimants' Representative shall appoint a successor Trustee, with the approval of the Bankruptcy Court, or such other court of competent jurisdiction. In the event that the Future Claimants' Representative fails to appoint a successor Trustee, the Bankruptcy Court, or such other court of competent jurisdiction, shall make the appointment. Nothing shall prevent the reappointment of a Trustee for an additional term or terms.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee.

(c) Any successor Trustee shall serve until the earlier of (i) the end of a full term of five (5) years if the predecessor Trustee completed his or her term, (ii) the end of the remainder of the term of the Trustee whom he or she is replacing if said predecessor Trustee did not complete said term, (iii) his or her death, (iv) his or her resignation pursuant to Section 4.2(b) above, (v) his or her removal pursuant to Section 4.2(c) above, or (vi) the termination of the TCE PI Trust pursuant to Section 6.2 below.

4.4 Liability of Trustee, Officers and Employees. The Trustee and the individuals identified as Additional Indemnitees in Section 2.1(c)(xiii) above shall not be liable to the TCE PI Trust, to any individual holding a TCE PI Trust Claim, or to any other person, except for such individual's own breach of trust committed in bad faith or willful misconduct. In addition, the Trustee and the Additional Indemnitees shall not be liable for any act or omission of any other Trustee or Additional Indemnitee unless such person acted with bad faith in the selection or retention of such other Trustee or Additional Indemnitee.

4.5 Compensation and Expenses of Trustee.

(a) The Trustee shall receive compensation from the TCE PI Trust for his or her services as Trustee in the amount of \$36,000.00 per annum and an additional \$300.00 per hour for claims administration activities performed by the Trustee. The compensation payable to the Trustee hereunder shall be reviewed every three (3) years and appropriately adjusted for changes in the cost of living. Any other changes in compensation of the Trustee shall be made subject to the approval of the Bankruptcy Court or such other court of competent jurisdiction.

(b) The TCE PI Trust will promptly reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder from the TCE PI Trust Assets.

(c) The TCE PI Trust shall include a description of the amounts paid under this Section 4.5 in the papers to be filed with the Bankruptcy Court (or made publicly available after the Chapter 11 Case is closed) and provided to the Future Claimants' Representative, Reorganized Debtor, and Mestek pursuant to Section 2.2(c)(i).

4.6 Indemnification of Trustee and Additional Indemnitees.

(a) The TCE PI Trust shall indemnify and defend the Trustee, as well as the Additional Indemnitees, in the performance of their duties hereunder to the fullest extent that a corporation or trust organized under the laws of the State of Delaware is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties, except for willful misconduct or gross negligence. Notwithstanding the foregoing, the Trustee and the Additional Indemnitees shall not be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately liable under Section 4.4 above.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee or Additional Indemnitee in connection with any action, suit, or proceeding, whether civil, administrative or arbitrative from which they are indemnified by the TCE PI Trust pursuant to Section 4.6(a) above, shall be paid by the TCE PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee or Additional Indemnitee, to repay such amount in the event that it shall be determined ultimately by final order that such Trustee or Additional Indemnitee is not entitled to be indemnified by the TCE PI Trust.

(c) The Trustee may purchase with funds from the TCE PI Trust and maintain reasonable amounts and types of insurance on behalf of an individual who is or was a Trustee or Additional Indemnitee including against liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, Future Claimants' Representative, officer, employee, agent or other representative.

4.7 Trustee's Lien. The Trustee and the Additional Indemnitees shall have a first priority lien upon the TCE PI Trust Assets to secure the payment of any amounts payable to them pursuant to Section 4.6 above.

4.8 Trustee's Employment of Experts. The Trustee may, but shall not be required to, retain and/or consult with counsel, accountants, appraisers, auditors and forecasters, and other parties deemed by the Trustee to be qualified as experts on the matters submitted to him or her, and the written opinion of or information provided by any such parties on any matters submitted to them by the Trustee shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any such party.

4.9 Trustee's Independence. The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for Reorganized Debtor. No Trustee shall act as an attorney for any person who holds a TCE PI Trust Claim.

4.10 Bond. The Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

SECTION 5

THE FUTURE CLAIMANTS' REPRESENTATIVE

5.1 Duties. The initial Future Claimants' Representative shall be Eric D. Green, Esquire. He shall serve in a fiduciary capacity, representing the interests of the holders of TCE PI Trust Claims for the purpose of protecting the rights of such persons. The Trustee must consult with the Future Claimants' Representative on matters identified in Section 2.2(e) above and on certain other matters provided herein.

5.2 Term of Office.

(a) The Future Claimants' Representative shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b) below, (iii) his or her removal pursuant to Section 5.2(c) below, or (iv) the termination of the TCE PI Trust pursuant to Section 6.2 below.

(b) The Future Claimants' Representative may resign at any time by written notice to the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable; provided, however, in no event shall the resignation of the Future Claimants' Representative be effective until the appointment of a successor Future Claimants' Representative.

(c) The Future Claimants' Representative may be removed by the Bankruptcy Court or such other court of competent jurisdiction in the event he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental

incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause.

5.3 Appointment of Successor. A vacancy caused by resignation shall be filled with an individual nominated prior to the effective date of the resignation by the resigning Future Claimants' Representative, and a vacancy caused by death or removal of the Future Claimants' Representative shall be filled with an individual nominated by the Trustee. In any case, the nominee shall be subject to the approval of the Bankruptcy Court, or such other court of competent jurisdiction.

5.4 Future Claimants' Representative's Employment of Professionals.

(a) The Future Claimants' Representative may, but is not required, to retain and/or consult with counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the Future Claimants' Representative to be qualified as experts on matters submitted to the Future Claimants' Representative (the "Future Claimants' Professionals"). The Future Claimants' Representative and his or her Future Claimants' Professionals shall at all times have complete access to the TCE PI Trust's officers, employees and agents, as well as to the Professionals retained by the TCE PI Trust, and shall also have complete access to all information generated by them or otherwise available to the TCE PI Trust or the Trustee. In the absence of gross negligence, written opinions and other information provided by any Future Claimants' Professional deemed by the Future Claimants' Representative to be qualified as an expert on the particular matter submitted to the Future Claimants' Representative shall be full and complete authorization and protection in support of any action taken or not taken by the Future Claimants' Representative in good faith and in accordance with

the written opinions and other information provided by the Future Claimants' Professional.

(b) The TCE PI Trust shall promptly reimburse, or pay directly if so instructed, the Future Claimants' Representative for all reasonable fees and costs associated with the Future Claimants' Representative's employment of legal counsel pursuant to this provision in connection with the Future Claimants' Representative's performance of his or her duties hereunder. The TCE PI Trust shall also promptly reimburse, or pay directly if so instructed, the Future Claimants' Representative for all reasonable fees and costs associated with the Future Claimants' Representative's employment of any other Future Claimants' Professionals pursuant to this provision in connection with the Future Claimants' Representative's performance of his or her duties hereunder; provided, however, that (i) the Future Claimants' Representative has first submitted to the TCE PI Trust a written request for such reimbursement setting forth the reasons (A) why the Future Claimants' Representative desires to employ the Future Claimants' Professional, and (B) why the Future Claimants' Representative cannot rely on Professionals retained by the TCE PI Trust to meet the need of the Future Claimants' Representative for such expertise or advice, and (ii) the TCE PI Trust has approved the Future Claimants' Representative's request for reimbursement in writing. If the TCE PI Trust agrees to pay for the Future Claimants' Professional, such reimbursement shall be treated as a Trust Expense. If the TCE PI Trust declines to pay for the Future Claimants' Professional, it must set forth its reasons in writing. If the Future Claimants' Representative still desires to employ the Future Claimants' Professional at TCE PI Trust expense, the Future Claimants' Representative and/or the Trustee shall resolve their dispute pursuant to Section 6.13 below.

5.5 Compensation and Expenses of the Future Claimants' Representative. The Future Claimants' Representative shall receive compensation from the TCE PI Trust in the form of payment at the Future Claimants' Representative's normal hourly rate (currently, \$600 per hour) for services performed. The TCE PI Trust will promptly reimburse the Future Claimants' Representative for all reasonable out-of-pocket costs and expenses incurred by the Future Claimants' Representative in connection with the performance of his or her duties hereunder. Such reimbursement or direct payment shall be deemed a Trust Expense. The TCE PI Trust shall include a description of the amounts paid under this Section 6.5 in the reports to be filed with the Bankruptcy Court (or otherwise made publicly available) and provided to the Future Claimants' Representative, Reorganized Debtor, and Mestek pursuant to Section 2.2(c)(i).

5.6 Procedures for Consultation with the Future Claimants' Representative.

(a) In the event the Trustee is required to consult with the Future Claimants' Representative pursuant to Section 2.2(e) above or on any other matters specified herein, the Trustee shall provide the Future Claimants' Representative with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the Future Claimants' Representative with such reasonable access to Professionals and other experts retained by the TCE PI Trust and its staff (if any) as the Future Claimants' Representative may reasonably request during the time that the Trustee is considering such matter, and shall also provide the Future Claimants' Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(b) The Trustee shall take into consideration the time required for the Future

Claimants' Representative, if he or she so wishes, to engage and consult with his or her own independent financial or investment advisors as to such matter.

(c) Irrespective of the Future Claimants' Representative's consultation rights, the Trustee shall have sole discretion over the operation of the TCE PI Trust and decisions affecting the TCE PI Trust shall ultimately be under the Trustee's authority. However, in the event a dispute arises from these consultation rights, nothing herein shall prohibit the Future Claimants' Representative from bringing an action against the TCE PI Trust in the Bankruptcy Court or other court of competent jurisdiction.

SECTION 6

GENERAL PROVISIONS

6.1 Irrevocability. The TCE PI Trust is irrevocable.

6.2 Termination.

(a) The TCE PI Trust shall immediately terminate after the first to occur of the following events:

(i) the later of (a) the 45th anniversary after the Effective Date of the Plan or (b) such later date as may be determined by the Trustee; provided, however, that in the event that the Trustee elects to continue the TCE PI Trust after the 45th anniversary of the Effective Date, the Protected Parties shall continue to have the benefits of the TCE Channeling Injunction but shall have no further funding obligations; or

(ii) If the Reorganized Debtor or Mestek fail to make a payment required under the TCE PI Trust Funding Agreement and fail to cure the payment default in thirty (30) days, the Reorganized Debtor and Mestek shall be in default and the TCE PI Trust shall be entitled to immediately liquidate all of the collateral and demand immediate payment of remaining amounts, if any, due to the TCE PI Trust pursuant to the TCE PI Trust Funding Agreement. If the Reorganized Debtor and Mestek fail to pay any remaining amount due after liquidation of the collateral within thirty (30) days after receiving written notice of such amount from the Trustee, the TCE Channeling Injunction shall terminate solely as to the Reorganized Debtor and the Mestek Affiliates.

(b) The Trustee, with the consent of the Future Claimants' Representative, Mestek, and the Reorganized Debtor, may terminate the TCE PI Trust because (i) the Trustee deems it unlikely that new TCE PI Trust Claims will be filed against the TCE PI Trust, (ii) all TCE PI Trust Claims duly filed with the TCE PI Trust have been liquidated and paid to the extent provided in this TCE PI Trust Agreement and the TDP, and (iii) more than twelve (12) consecutive months have elapsed during which no new TCE PI Trust Claim has been filed with the TCE PI Trust. In the event of such a termination, the TCE Channeling Injunction shall terminate solely as to the Reorganized Debtor and the Mestek Affiliates.

(c) In the event of termination of the TCE PI Trust for any reason, the previous determinations of payments made by, and settlements of TCE PI Trust Claims by the TCE PI Trust (including, but not limited to, claim liquidation, claim rejection, decisions by the Claims Resolution Panel, and arbitration decisions) and the releases delivered by claimants to the TCE PI Trust shall continue to apply to the Reorganized Debtor and the Mestek Affiliates.

(d) Provided the Reorganized Debtor and Mestek are not in default of their respective obligations under the TCE PI Trust, upon termination of the TCE PI Trust, any funds remaining in the TCE PI Trust will revert to Mestek.

6.3 Amendments. The Trustee, after consultation with the Future Claimants' Representative, may modify or amend this TCE PI Trust Agreement and the TCE PI Trust By-laws. The Trustee, after consultation with the Future Claimants' Representative, may modify or amend the TDP; provided, however, that no amendment to the TDP shall be inconsistent with the provisions limiting amendments to that document provided therein. Any modification or amendment made pursuant to this Section must be done in writing. Notwithstanding anything

contained in this TCE PI Trust Agreement to the contrary, neither this TCE PI Trust Agreement, the TCE PI Trust Bylaws, the TDP, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, or modify the scope, efficacy or enforceability of the TCE Channeling Injunction or other releases entered by the Bankruptcy Court through confirmation of the Plan or the TCE PI Trust's qualified settlement fund status under Section 468B of the Internal Revenue Code. The Reorganized Debtor and Mestek shall receive copies of any such amendments.

6.4 Meetings. The Trustee and the Future Claimants' Representative, shall be deemed to have attended a meeting in the event such person spends a substantial portion of the day conferring, in person or by telephone conference call, on TCE PI Trust matters with the Future Claimants' Representative or Trustee, as applicable. The Trustee and the Future Claimants' Representative shall have complete discretion to determine whether a meeting, as described herein, occurred for purposes of Sections 2.2(e) and 5.6 above.

6.5 Severability. Should any provision in this TCE PI Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TCE PI Trust Agreement.

6.6 Notices. Notices to persons asserting claims shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such person's claim form submitted to the TCE PI Trust with respect to his or her TCE PI Trust Claim.

(a) Any notices or other communications required or permitted hereunder to

the following parties shall be in writing and delivered at the addresses designated below, or sent by telex, telecopy or facsimile pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the TCE PI Trust through the initial Trustee:

Lawrence Fitzpatrick
1009 Lenox Drive
Bldg. 4, Suite 101
Lawrenceville, NJ 08648

To the initial Future Claimants' Representative:

Eric D. Green
Resolutions LLC
222 Berkeley Street, Suite 1060
Boston, MA 02116

with a copy to:
Young Conaway Stargatt & Taylor LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, DE 19801
Attn: Edwin J. Harron, Esq.

To Reorganized Debtor:

Met-Coil Systems Corporation
711 Ogden Avenue
Lisle, Illinois 60532
Attn: Charles F. Kuoni, III

with a copy to:
Goldberg Kohn
55 E. Monroe, Suite 3700
Chicago, Illinois 60603
Attn: Ronald Barliant, Esq.

To Mestek:

Mestek
260 North Elm Street
Westfield, MA 01085
Attn: J. Nicholas Filler

with a copy to:
Greenberg Traurig, LLP
77 West Wacker Drive
Suite 2500
Chicago, Illinois 60601
Attn: Nancy A. Peterman, Esq.

(b) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

6.7 Successors and Assigns. The provisions of this TCE PI Trust Agreement shall be binding upon and inure to the benefit of Met-Coil, the TCE PI Trust, the Trustee and Reorganized Debtor, and their respective successors and assigns, except that neither Met-Coil, the TCE PI Trust, the Trustee nor Reorganized Debtor may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this TCE PI Trust Agreement except, in the case of the TCE PI Trust and the Trustee, as contemplated by Section 2.1 above.

6.8 Limitation on Claim Interests for Securities Laws Purposes. TCE PI Trust Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 6.8 shall not apply to the

holder of a claim that is subrogated to a TCE PI Trust Claim as a result of its satisfaction of such TCE PI Trust Claim.

6.9 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this TCE PI Trust Agreement is contained herein and in the documents referred to herein, and this TCE PI Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 Headings. The headings used in this TCE PI Trust Agreement are inserted for convenience only and do not constitute a portion of this TCE PI Trust Agreement, nor in any manner affect the construction of the provisions of this TCE PI Trust Agreement.

6.11 Governing Law. This TCE PI Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to Delaware conflict of law principles.

6.12 Settlor Representative and Cooperation. The Reorganized Debtor is hereby irrevocably designated as the Settlor, and it is hereby authorized to take any action required of the Settlor in connection with the TCE PI Trust Agreement. The sole obligation of the Reorganized Debtor under this TCE PI Trust Agreement shall be the establishment of the TCE PI Trust; provided, however that the Reorganized Debtor agrees to cooperate with the TCE PI Trust through the sharing of information and data relevant to the settlement of TCE PI Trust

Claims. The TCE PI Trust, the Trustee and the Future Claimants' Representative agree to keep confidential all information and data supplied by Met-Coil, the Reorganized Debtor, or Mestek and further agree to use such information and data solely for the settlement of the TCE PI Trust Claims.

6.13 Dispute Resolution. Any disputes that arise under this TCE PI Trust Agreement or under the TDP shall be resolved by submission of the matter to an alternative dispute resolution ("ADR") process mutually agreeable to the parties involved. Should any party to the ADR process be dissatisfied with the decision of the arbitrator(s), that party may apply to the Bankruptcy Court, or such other court of competent jurisdiction, for a judicial determination of the matter. In either case, if the dispute arose pursuant to the consultation provision set forth in Section 5.6, the burden of proof shall be on the party who objected to a proposed action to show that the objection was valid. Notwithstanding anything else herein contained, to the extent any provision of this TCE PI Trust Agreement is inconsistent with any provision of the Plan, the Plan shall control.

6.14 Enforcement and Administration. The provisions of this TCE PI Trust Agreement and the TDP attached hereto shall be enforced by the Bankruptcy Court, or such other court of competent jurisdiction pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court, or such other court of competent jurisdiction, shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by alternative dispute resolution in accordance with Section 6.13 above.

6.15 Effectiveness. This TCE PI Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

6.16 Counterpart Signatures. This TCE PI Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this TCE PI Trust Agreement this
_____ day of _____, _____.

**MET-COIL SYSTEMS CORPORATION,
SETTLOR, by**

Name: _____

Title: _____

TRUSTEE

Lawrence Fitzpatrick

FUTURE CLAIMANTS' REPRESENTATIVE

Eric D. Green, Esq.

EXHIBIT E

Blackline of TCE PI Trust Agreement

**FORM OF
~~FORM OF~~
MET-COIL SYSTEMS CORPORATION
TCE PI TRUST AGREEMENT**

MET-COIL SYSTEMS CORPORATION
TCE PI TRUST AGREEMENT

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THE MET-COIL SYSTEMS CORPORATION
TCE PI TRUST AGREEMENT

This Met-Coil Systems Corporation TCE PI Trust Agreement (“TCE PI Trust Agreement”), dated as of the date set forth on the signature page hereof and effective as of the Effective Date,¹ is entered into by Met-Coil Systems Corporation (“Met-Coil,” the “Settlor,” the “Debtor” or the “Reorganized Debtor”), the debtor and debtor-in-possession in Case No. 03-12676 (the “Chapter 11 Case”) pending in the Bankruptcy Court as Settlor; the Future Claimants’ Representative; and the Trustee identified on the signature page hereof and appointed at Confirmation pursuant to the Plan.

WHEREAS, at the time of the entry of the order for relief in the Chapter 11 case, Met-Coil was named as a defendant in actions involving personal injury (“PI”) or death claims allegedly caused by exposure to TCE for which Met-Coil, the Mestek Affiliates, their respective predecessors, successors, assigns, and/or in certain circumstances, other parties, allegedly have legal liability; and

WHEREAS, Met-Coil has reorganized under the provisions of Chapter 11 of the Bankruptcy Code in the Chapter 11 Case pending in the Bankruptcy Court; and

WHEREAS, the Bankruptcy Court has confirmed the Plan; and

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the ~~Second~~Fourth Amended Chapter 11 Plan of Reorganization Proposed By Met-Coil Systems Corporation and Mestek, Inc. as Co-Proponents, dated June ~~45~~22, 2004 (as amended, modified, or supplemented from time to time, the “Plan”), and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the Plan, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

WHEREAS, the Plan provides, *inter alia*, for the creation of the TCE PI Trust; and

WHEREAS, pursuant to the Plan, the TCE PI Trust is to use its assets and income to satisfy all TCE PI Trust Claims; and

WHEREAS, the TCE PI Trust shall be administered, maintained, and operated at all times through mechanisms that provide reasonable assurance that the TCE PI Trust will satisfy all TCE PI Trust Claims pursuant to the Met-Coil Systems Corporation TCE PI Trust Distribution Procedures (“TDP”) that are attached hereto as Exhibit 1 in substantially the same manner, and in strict compliance with, the terms of this TCE PI Trust Agreement; and

WHEREAS, pursuant to the Plan, the TCE PI Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 et seq. to the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (“IRC”); and

WHEREAS, the Bankruptcy Court has determined that the TCE PI Trust and the Plan satisfy all of the prerequisites for an injunction pursuant to section 105 of the Bankruptcy Code, and the TCE Channeling Injunction has been entered in connection with the Confirmation Order and the Plan;

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1

AGREEMENT OF TRUST

1.1 Creation and Name. Met-Coil as Settlor hereby creates a trust known as the “Met-Coil Systems Corporation TCE PI Settlement Trust,” which is the TCE PI Trust provided for and referred to in the Plan. The Trustee of the TCE PI Trust may transact the business and affairs of the TCE PI Trust in the name of the TCE PI Trust.

1.2 Purpose. The purpose of the TCE PI Trust is to assume the liabilities for all TCE PI Trust Claims, and to use the TCE PI Trust Assets to pay the holders of all TCE PI Trust Claims in accordance with this TCE PI Trust Agreement and the TDP in such a way that such holders of TCE PI Trust Claims are treated fairly, equitably, and reasonably in light of the merits of each claim and the assets available to satisfy such claims.

1.3 Transfer of Assets. Pursuant to the Plan, the TCE PI Trust Assets have been transferred and assigned to the TCE PI Trust to settle and discharge all TCE PI Trust Claims. Pursuant to the Plan and the Confirmation Order, on the Effective Date, such assets shall have been transferred to the TCE PI Trust free and clear of any Liens, claims, rights of setoff, security interests, pledges, encumbrances, adverse rights or interests, covenants, charges, debts, and contractually imposed restrictions. All such Liens, claims, rights of setoff, security interests, pledges, encumbrances, adverse rights or interests, covenants, charges, debts, and contractually imposed restrictions shall be extinguished except as otherwise provided in the TCE PI Trust, the Plan and the Confirmation Order.

1.4 Acceptance of Assets and Assumption of Liabilities

(a) In furtherance of the purposes of the TCE PI Trust, the Trustee, on behalf of the TCE PI Trust, hereby expressly accepts the transfer and assignment to the TCE PI Trust of the TCE PI Trust Assets in the time and manner as contemplated in the Plan.

(b) In furtherance of the purposes of the TCE PI Trust, the Trustee, on behalf of the TCE PI Trust, expressly assumes all TCE PI Trust Claims, including the liability related thereto. Except as otherwise provided in the Plan, the Confirmation Order, this TCE PI Trust Agreement and the TDP, the TCE PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that any Protected Party has or would have had under applicable law (except as against any Protected Party). Regardless of the foregoing, however, a claimant must meet otherwise applicable federal, state and foreign statutes of limitations and repose, except that a claimant may establish that such statutes were tolled.

(c) No provision herein or in the TDP shall be construed to mandate distributions on any claims or other actions that would contravene the TCE PI Trust's compliance with the requirements of a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

(d) Nothing in this TCE PI Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the TCE Channeling Injunction issued in connection with the Plan or the TCE PI Trust's assumption of all TCE PI Trust Claims, including the liabilities related thereto, subject to the provisions of Section 1.4(b) above.

SECTION 2

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

(a) The Trustee is and shall act as the fiduciary to the TCE PI Trust in accordance with the provisions of this TCE PI Trust Agreement and the Plan. The Trustee shall, at all times, administer the TCE PI Trust and the TCE PI Trust Assets in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this TCE PI Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the TCE PI Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or otherwise specified herein, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustee shall have the power to:

- (i) receive and hold the TCE PI Trust Assets;
- (ii) invest the monies held from time to time by the TCE PI Trust;
- (iii) enter into leasing and financing agreements with third parties to the

extent such agreements are reasonably necessary to permit the TCE PI Trust to operate;

(iv) pay liabilities and expenses of the TCE PI Trust, including, but not limited to, Trust Expenses;

(v) establish such funds, reserves and accounts within the TCE PI Trust, as deemed by the Trustee to be useful in carrying out the purposes of the TCE PI Trust;

(vi) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitative, or other proceeding;

(vii) establish, supervise and administer the TCE PI Trust in accordance with this Agreement, the TDP and the terms thereof, and create bylaws (the “TCE PI Trust Bylaws”) to assist in the administration of the TCE PI Trust;

(viii) appoint such officers, hire such employees and engage such legal, financial, accounting, investment, auditing and forecasting, and other consultants, advisors, independent contractors, and agents as the business of the TCE PI Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this TCE PI Trust;

(ix) pay from the TCE PI Trust Assets, employees, legal, financial, accounting, investment, auditing, and forecasting, and other consultants, advisors, independent contractors, and agents, including those engaged by the TCE PI Trust in connection with its alternative dispute resolution activities, reasonable compensation;

(x) compensate from the TCE PI Trust Assets the Trustee and the Future Claimants' Representative as provided below, and their employees, legal, financial, accounting, investment and other advisors, consultants, independent contractors, and agents, and reimburse the Trustee and the Future Claimants' Representative all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xi) execute and deliver such instruments as the Trustee considers proper in administering the TCE PI Trust;

(xii) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the TCE PI Trust, provided such arrangements do not conflict with any other provisions of this TCE PI Trust Agreement or the Plan;

(xiii) in accordance with Section 4.6 below, defend, indemnify and hold harmless (and purchase insurance indemnifying) (A) the Trustee, (B) the Future Claimants' Representative and the officers and employees of the TCE PI Trust, and (C) any agents, advisors and consultants of the TCE PI Trust or the Future Claimants' Representative (the "Additional Indemnitees"), to the fullest extent that a corporation or trust organized under the law of the TCE PI Trust's situs is from time to time entitled to indemnify and/or insure its directors, trustees, officers, employees, agents, advisors and representatives;

(xiv) delegate any or all of the authority herein conferred with respect to the investment, in accordance with Section 3.2 below, of all or any portion of the TCE PI Trust

Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 4.4 below; and

(xv) consult with the Reorganized Debtor, Mestek, and the Future Claimants' Representative at such times and with respect to such issues relating to the conduct of the TCE PI Trust as the Trustee considers desirable.

(d) The Trustee shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall give the Future Claimants' Representative, Reorganized Debtor, and Mestek prompt notice of any act performed or taken pursuant to Sections 2.1(c)(xv) above and any act proposed to be performed or taken pursuant to Section 2.2(e) below.

2.2 General Administration.

(a) The Trustee shall adopt and act in accordance with the TCE PI Trust Bylaws. To the extent not inconsistent with the terms of this TCE PI Trust Agreement, the TCE PI Trust Bylaws shall govern the affairs of the TCE PI Trust. In the event of an inconsistency between the TCE PI Trust Bylaws and this TCE PI Trust Agreement, the TCE PI Trust Agreement shall govern.

(b) The Trustee shall (i) timely file such income tax and other returns and statements and shall timely pay all taxes required to be paid, (ii) comply with all withholding obligations, as required under the applicable provisions of the Internal Revenue Code and of any

state law and the regulations promulgated thereunder, (iii) meet without limitation all requirements necessary to qualify and maintain qualification of the TCE PI Trust as a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC, and (iv) take no action that could cause the TCE PI Trust to fail to qualify as a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

(c) The Trustee shall timely account to the Bankruptcy Court as follows:

(i) The Trustee shall cause to be prepared and filed with the Bankruptcy Court (or otherwise make publicly available after the Chapter 11 Case is closed), as soon as available, and in any event within one hundred and twenty (120) days following the end of each fiscal year, an annual report containing financial statements of the TCE PI Trust (including, without limitation, a balance sheet of the TCE PI Trust as of the end of such fiscal year and a statement of operations for such fiscal year) reviewed by a firm of independent certified public accountants selected by the Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the cash and investments available for the payment of claims and as to the conformity of the financial statements with generally accepted accounting principles. The Trustee shall provide a copy of such report to the Future Claimants' Representative, Reorganized Debtor, and Mestek when such reports are filed with the Bankruptcy Court or, after the Chapter 11 Case is closed, otherwise made publicly available.

(ii) Simultaneously with the delivery of each set of financial statements referred to in Section 2.2(c)(i) above, the Trustee shall cause to be prepared and filed with the Bankruptcy Court, or otherwise make publicly available, a report containing a summary

regarding the number and type of claims disposed of during the period covered by the financial statements. The Trustee shall provide a copy of such report to the Future Claimants' Representative, Reorganized Debtor, and Mestek when such report is filed with the Bankruptcy Court or, after the Chapter 11 Case is closed, otherwise made publicly available.

(iii) All materials required to be filed with the Bankruptcy Court by this Section 2.2(c) shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court and shall be filed with the Bankruptcy Court or, after the closing of the Chapter 11 Case, otherwise made available to the public.

(d) The Trustee shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projections covering such fiscal year and the succeeding four fiscal years. The Trustee shall provide a copy of the budget and cash flow projections to the Future Claimants' Representative, Reorganized Debtor, and Mestek.

(e) The Trustee shall consult with the Future Claimants' Representative pursuant to the consultation process set forth in Section 5.6 below (i) on the general implementation and administration of the TCE PI Trust; (ii) on the general implementation and administration of the TDP; and (iii) any other instances elsewhere enumerated, including:

(i) to change the Scheduled Diseases, Disease Levels, Maximum Values, Minimum Values, and/or Medical/Exposure Criteria defined and set forth in Section 4.3(a) of the TDP, and/or the Exposure Values and/or Exposure Criteria as defined and set forth in Section 4.3(b) of the TDP;

(ii) to establish and/or to change the Claims Materials (as defined in

the TDP) to be provided holders of TCE PI Trust Claims under Section 5.1 of the TDP;

(iii) to require that claimants provide additional kinds of medical evidence pursuant to Section 4.5 of the TDP;

(iv) to change the form of release to be provided pursuant to Section 6.7 of the TDP, provided that any change to the form of release shall not in any way, impact or impair the protections afforded to Met-Coil, Reorganized Debtor, Mestek or any Mestek Affiliate absent such entities' express written consent;

(v) to terminate the TCE PI Trust pursuant to Section 6.2 below;

(vi) to change the compensation and/or per diem of the Future Claimants' Representative or Trustee, other than to reflect cost-of-living increases or changes approved by the Bankruptcy Court as otherwise provided herein; or

(vii) to take structural or other actions to minimize any tax on the TCE PI Trust Assets.

(f) The Trustee shall meet with the Future Claimants' Representative no less often than semi-annually. The Trustee shall meet in the interim with the Future Claimants' Representative when so requested by either party.

(g) The Trustee, upon notice from the Future Claimants' Representative, if practicable in view of pending business, shall at their next meeting with the Future Claimants' Representative consider issues submitted by the Future Claimants' Representative.

(h) Periodically, but not less often than once a year, the Trustee shall make available to claimants and other interested parties the number of claims by Disease Levels (as defined in the TDP) that have been resolved by individual review, by mediation, by arbitration, or by trial, indicating the amounts of the awards and the averages of the awards by jurisdiction pursuant to Section 7.10 of the TDP.

2.3 Claims Administration.

(a) The Trustee shall promptly proceed to implement the TDP.

(b) Notwithstanding anything to the contrary in this TCE PI Trust Agreement or the TCE PI Trust Distribution Procedures, the Trustee shall pay the Settled TCE PI Trust Claims within five (5) Business Days after the Effective Date from the TCE PI Trust Assets.

SECTION 3

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts. The Trustee may, from time to time, create such accounts and reserves within the TCE PI Trust as he or she may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses and payment of TCE PI Trust Claims and may, with respect to any such account or reserve, restrict the use of monies therein.

3.2 Investments. Investment of monies held in the TCE PI Trust shall be administered in the manner in which individuals of ordinary prudence, discretion, and judgment would act in the management of their own affairs, subject to the following limitations and provisions:

(a) The TCE PI Trust shall not acquire, directly or indirectly, equity in any entity or business enterprise if, immediately following such acquisition, the TCE PI Trust would hold more than 5% of the equity in such entity or business enterprise. The TCE PI Trust shall not hold, directly or indirectly, more than 10% of the equity in any entity or business enterprise.

(b) The TCE PI Trust shall not acquire or hold any long-term debt securities unless (i) such securities are TCE PI Trust Assets under the Plan, (ii) such securities are rated “Baa” or higher by Moody’s, “BBB” or higher by Standard & Poor’s (“S&P’s”), or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency, or (iii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof.

(c) The TCE PI Trust shall not acquire or hold for longer than ninety (90) days

any commercial paper unless such commercial paper is rated “Prime-1” or higher by Moody’s or “A-1” or higher by S&P’s or has been given an equivalent rating by another nationally recognized statistical rating agency.

(d) The TCE PI Trust shall not acquire or hold any common or preferred stock or convertible securities unless such stock or securities are rated “A” or higher by Moody’s or “A” or higher by S&P’s or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency.

(e) The TCE PI Trust shall not acquire any debt securities or other instruments issued by any entity (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof) if, following such acquisition, the aggregate market value of all debt securities and instruments issued by such entity held by the TCE PI Trust would exceed 2% of the aggregate value of the TCE PI Trust estate. The TCE PI Trust shall not hold any debt securities or other instruments issued by any entity (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof) to the extent that the aggregate market value of all securities and instruments issued by such entity held by the TCE PI Trust would exceed 5% of the aggregate value of the TCE PI Trust Assets.

(f) The TCE PI Trust shall not acquire or hold any certificates of deposit unless all publicly held, long-term debt securities, if any, of the financial institution issuing the certificate of deposit and the holding company, if any, of which such financial institution is a

subsidiary, meet the standards set forth in Section 3.2(b) above.

(g) The TCE PI Trust may acquire and hold any securities or instruments issued by Reorganized Debtor or any successor to Reorganized Debtor, or obtained as proceeds of litigation or otherwise to resolve disputes, without regard to the limitations set forth in Subsections (a)-(f) above.

(h) The TCE PI Trust shall not acquire or hold any repurchase obligations unless, in the opinion of the Trustee, they are adequately collateralized.

(i) The TCE PI Trust shall not acquire or hold any options.

3.3 Source of Payments. All Trust Expenses and all payments and liabilities with respect to TCE PI Trust Claims shall be payable solely by the TCE PI Trust out of the TCE PI Trust Assets. Neither Met-Coil, the Reorganized Debtor, the Mestek Affiliates, their respective present or future subsidiaries, divisions, parents, affiliates, successors in interest, assigns, directors, officers, employees, or agents, nor the Trustee or Future Claimants' Representative, their respective officers, agents, advisors, or employees nor any other party, other than the TCE PI Trust, shall be liable for the payment of any Trust Expense, TCE PI Trust Claim or any other liability of the TCE PI Trust.

SECTION 4

TRUSTEE

4.1 Appointment. There shall be one Trustee who shall initially be the person named on the signature page hereof.

4.2 Term of Service.

(a) The initial Trustee named pursuant to Article 4.1 above shall serve a term of three (3) years. Thereafter, each subsequent term of service shall be five (5) years. The initial Trustee shall serve from the Effective Date until the earlier of (i) the end of his or her term, (ii) his or her death, (iii) his or her resignation pursuant to Section 4.2(b) below, (iv) his or her removal pursuant to Section 4.2(c) below, or (v) the termination of the TCE PI Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time by written notice to the Future Claimants' Representative. Such notice shall specify a date when such resignation shall be effective, which shall not be less than 90 days after the date such notice is given, where practicable; provided, however, in no event shall the resignation of the Trustee be effective until the appointment of a successor Trustee.

(c) The Trustee may be removed by motion to the Bankruptcy Court or such other court of competent jurisdiction by the Future Claimants' Representative in the event that the Trustee becomes unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without

limitation, any substantial failure to comply with the general administration provisions of Section 2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require the approval of the Bankruptcy Court or such other court of competent jurisdiction, and shall take effect at such time as such court shall determine.

4.3 Appointment of Successor Trustee.

(a) In the event of a vacancy in the position of Trustee, whether by term expiration, resignation or removal, the Future Claimants' Representative shall appoint a successor Trustee, with the approval of the Bankruptcy Court, or such other court of competent jurisdiction. In the event that the Future Claimants' Representative fails to appoint a successor Trustee, the Bankruptcy Court, or such other court of competent jurisdiction, shall make the appointment. Nothing shall prevent the reappointment of a Trustee for an additional term or terms.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee.

(c) Any successor Trustee shall serve until the earlier of (i) the end of a full term of five (5) years if the predecessor Trustee completed his or her term, (ii) the end of the remainder of the term of the Trustee whom he or she is replacing if said predecessor Trustee did not complete said term, (iii) his or her death, (iv) his or her resignation pursuant to Section 4.2(b)

above, (v) his or her removal pursuant to Section 4.2(c) above, or (vi) the termination of the TCE PI Trust pursuant to Section 6.2 below.

4.4 Liability of Trustee, Officers and Employees. The Trustee and the individuals identified as Additional Indemnitees in Section 2.1(c)(xiii) above shall not be liable to the TCE PI Trust, to any individual holding a TCE PI Trust Claim, or to any other person, except for such individual's own breach of trust committed in bad faith or willful misconduct. In addition, the Trustee and the Additional Indemnitees shall not be liable for any act or omission of any other Trustee or Additional Indemnatee unless such person acted with bad faith in the selection or retention of such other Trustee or Additional Indemnatee.

4.5 Compensation and Expenses of Trustee.

(a) The Trustee shall receive compensation from the TCE PI Trust for his or her services as Trustee in the amount of \$ ~~per annum~~ 36,000.00 per annum and an additional \$300.00 per hour for claims administration activities performed by the Trustee. The ~~per annum~~ compensation payable to the Trustee hereunder shall be reviewed every three (3) years and appropriately adjusted for changes in the cost of living. Any other changes in compensation of the Trustee shall be made subject to the approval of the Bankruptcy Court or such other court of competent jurisdiction.

(b) The TCE PI Trust will promptly reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder from the TCE PI Trust Assets.

(c) The TCE PI Trust shall include a description of the amounts paid under this

Section 4.5 in the papers to be filed with the Bankruptcy Court (or made publicly available after the Chapter 11 Case is closed) and provided to the Future Claimants' Representative, Reorganized Debtor, and Mestek pursuant to Section 2.2(c)(i).

4.6 Indemnification of Trustee and Additional Indemnitees.

(a) The TCE PI Trust shall indemnify and defend the Trustee, as well as the Additional Indemnitees, in the performance of their duties hereunder to the fullest extent that a corporation or trust organized under the laws of the State of Delaware is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties, except for willful misconduct or gross negligence. Notwithstanding the foregoing, the Trustee and the Additional Indemnitees shall not be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately liable under Section 4.4 above.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee or Additional Indemnitee in connection with any action, suit, or proceeding, whether civil, administrative or arbitral from which they are indemnified by the TCE PI Trust pursuant to Section 4.6(a) above, shall be paid by the TCE PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee or Additional Indemnitee, to repay such amount in the event that it shall be determined ultimately by final order that such Trustee or Additional Indemnitee is not entitled to be indemnified by the TCE PI Trust.

(c) The Trustee may purchase with funds from the TCE PI Trust and maintain

reasonable amounts and types of insurance on behalf of an individual who is or was a Trustee or Additional Indemnitee including against liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, Future Claimants' Representative, officer, employee, agent or other representative.

4.7 Trustee's Lien. The Trustee and the Additional Indemnities shall have a first priority lien upon the TCE PI Trust Assets to secure the payment of any amounts payable to them pursuant to Section 4.6 above.

4.8 Trustee's Employment of Experts. The Trustee may, but shall not be required to, retain and/or consult with counsel, accountants, appraisers, auditors and forecasters, and other parties deemed by the Trustee to be qualified as experts on the matters submitted to him or her, and the written opinion of or information provided by any such parties on any matters submitted to them by the Trustee shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any such party.

4.9 Trustee's Independence. The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for Reorganized Debtor. No Trustee shall act as an attorney for any person who holds a TCE PI Trust Claim.

4.10 Bond. The Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

SECTION 5

THE FUTURE CLAIMANTS' REPRESENTATIVE

5.1 Duties. The initial Future Claimants' Representative shall be Eric D. Green, Esquire. He shall serve in a fiduciary capacity, representing the interests of the holders of TCE PI Trust Claims for the purpose of protecting the rights of such persons. The Trustee must consult with the Future Claimants' Representative on matters identified in Section 2.2(e) above and on certain other matters provided herein.

5.2 Term of Office.

(a) The Future Claimants' Representative shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b) below, (iii) his or her removal pursuant to Section 5.2(c) below, or (iv) the termination of the TCE PI Trust pursuant to Section 6.2 below.

(b) The Future Claimants' Representative may resign at any time by written notice to the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable; provided, however, in no event shall the resignation of the Future Claimants' Representative be effective until the appointment of a successor Future Claimants' Representative.

(c) The Future Claimants' Representative may be removed by the Bankruptcy Court or such other court of competent jurisdiction in the event he or she becomes unable to

discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause.

5.3 Appointment of Successor. A vacancy caused by resignation shall be filled with an individual nominated prior to the effective date of the resignation by the resigning Future Claimants' Representative, and a vacancy caused by death or removal of the Future Claimants' Representative shall be filled with an individual nominated by the Trustee. In any case, the nominee shall be subject to the approval of the Bankruptcy Court, or such other court of competent jurisdiction.

5.4 Future Claimants' Representative's Employment of Professionals.

(a) The Future Claimants' Representative may, but is not required, to retain and/or consult with counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the Future Claimants' Representative to be qualified as experts on matters submitted to the Future Claimants' Representative (the "Future Claimants' Professionals"). The Future Claimants' Representative and his or her Future Claimants' Professionals shall at all times have complete access to the TCE PI Trust's officers, employees and agents, as well as to the Professionals retained by the TCE PI Trust, and shall also have complete access to all information generated by them or otherwise available to the TCE PI Trust or the Trustee. In the absence of gross negligence, written opinions and other information provided by any Future Claimants' Professional deemed by the Future Claimants' Representative to be qualified as an expert on the particular matter submitted to the Future Claimants'

Representative shall be full and complete authorization and protection in support of any action taken or not taken by the Future Claimants' Representative in good faith and in accordance with the written opinions and other information provided by the Future Claimants' Professional.

(b) The TCE PI Trust shall promptly reimburse, or pay directly if so instructed, the Future Claimants' Representative for all reasonable fees and costs associated with the Future Claimants' Representative's employment of legal counsel pursuant to this provision in connection with the Future Claimants' Representative's performance of his or her duties hereunder. The TCE PI Trust shall also promptly reimburse, or pay directly if so instructed, the Future Claimants' Representative for all reasonable fees and costs associated with the Future Claimants' Representative's employment of any other Future Claimants' Professionals pursuant to this provision in connection with the Future Claimants' Representative's performance of his or her duties hereunder; provided, however, that (i) the Future Claimants' Representative has first submitted to the TCE PI Trust a written request for such reimbursement setting forth the reasons (A) why the Future Claimants' Representative desires to employ the Future Claimants' Professional, and (B) why the Future Claimants' Representative cannot rely on Professionals retained by the TCE PI Trust to meet the need of the Future Claimants' Representative for such expertise or advice, and (ii) the TCE PI Trust has approved the Future Claimants' Representative's request for reimbursement in writing. If the TCE PI Trust agrees to pay for the Future Claimants' Professional, such reimbursement shall be treated as a Trust Expense. If the TCE PI Trust declines to pay for the Future Claimants' Professional, it must set forth its reasons in writing. If the Future Claimants' Representative still desires to employ the Future Claimants' Professional at TCE PI Trust expense, the Future Claimants' Representative and/or the Trustee

shall resolve their dispute pursuant to Section 6.13 below.

5.5 Compensation and Expenses of the Future Claimants' Representative. The Future Claimants' Representative shall receive compensation from the TCE PI Trust in the form of payment at the Future Claimants' Representative's normal hourly rate (currently, \$600 per hour) for services performed. The TCE PI Trust will promptly reimburse the Future Claimants' Representative for all reasonable out-of-pocket costs and expenses incurred by the Future Claimants' Representative in connection with the performance of his or her duties hereunder. Such reimbursement or direct payment shall be deemed a Trust Expense. The TCE PI Trust shall include a description of the amounts paid under this Section 6.5 in the reports to be filed with the Bankruptcy Court (or otherwise made publicly available) and provided to the Future Claimants' Representative, Reorganized Debtor, and Mestek pursuant to Section 2.2(c)(i).

5.6 Procedures for Consultation with the Future Claimants' Representative.

(a) In the event the Trustee is required to consult with the Future Claimants' Representative pursuant to Section 2.2(e) above or on any other matters specified herein, the Trustee shall provide the Future Claimants' Representative with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the Future Claimants' Representative with such reasonable access to Professionals and other experts retained by the TCE PI Trust and its staff (if any) as the Future Claimants' Representative may reasonably request during the time that the Trustee is considering such matter, and shall also provide the Future Claimants' Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(b) The Trustee shall take into consideration the time required for the Future

Claimants' Representative, if he or she so wishes, to engage and consult with his or her own independent financial or investment advisors as to such matter.

(c) Irrespective of the Future Claimants' Representative's consultation rights, the Trustee shall have sole discretion over the operation of the TCE PI Trust and decisions affecting the TCE PI Trust shall ultimately be under the Trustee's authority. However, in the event a dispute arises from these consultation rights, nothing herein shall prohibit the Future Claimants' Representative from bringing an action against the TCE PI Trust in the Bankruptcy Court or other court of competent jurisdiction.

SECTION 6

GENERAL PROVISIONS

6.1 Irrevocability. The TCE PI Trust is irrevocable.

6.2 Termination.

(a) The TCE PI Trust shall immediately terminate after the first to occur of the following events:

(i) the later of (a) the 45th anniversary after the Effective Date of the Plan or (b) such later date as may be determined by the Trustee; provided, however, that in the event that the Trustee elects to continue the TCE PI Trust after the 45th anniversary of the Effective Date, the Protected Parties shall continue to have the benefits of the TCE Channeling Injunction but shall have no further funding obligations; or

(ii) If the Reorganized Debtor or Mestek fail to make a payment required under the TCE PI Trust Funding Agreement and fail to cure the payment default in thirty (30) days, the Reorganized Debtor and Mestek shall be in default and the TCE PI Trust shall be entitled to immediately liquidate all of the collateral and demand immediate payment of any remaining amounts, if any, due to the TCE PI Trust pursuant to the TCE PI Trust Funding Agreement. ~~If the event~~ Reorganized Debtor and Mestek fail to pay any remaining amount due after liquidation of the collateral within thirty (30) days after receiving written notice of such a default amount from the Trustee, the TCE Channeling Injunction shall terminate solely as to the Reorganized Debtor and the Mestek Affiliates.

(b) The Trustee, with the consent of the Future Claimants' Representative, Mestek, and the Reorganized Debtor, may terminate the TCE PI Trust because (i) the Trustee deems it unlikely that new TCE PI Trust Claims will be filed against the TCE PI Trust, (ii) all TCE PI Trust Claims duly filed with the TCE PI Trust have been liquidated and paid to the extent provided in this TCE PI Trust Agreement and the TDP, and (iii) more than twelve (12) consecutive months have elapsed during which no new TCE PI Trust Claim has been filed with the TCE PI Trust. In the event of such a termination, the TCE Channeling Injunction shall terminate solely as to the Reorganized Debtor and the Mestek Affiliates.

(bc) In the event of termination of the TCE PI Trust for any reason, the previous determinations of payments made by, and settlements of TCE PI Trust Claims by the TCE PI Trust (including, but not limited to, claim liquidation, claim rejection, decisions by the Claims Resolution Panel, and arbitration decisions) and the releases delivered by claimants to the TCE PI Trust shall continue to apply to the Reorganized Debtor and the Mestek Affiliates.

(ed) Provided the Reorganized Debtor and Mestek are not in default of their respective obligations under the TCE PI Trust, upon termination of the TCE PI Trust, any funds remaining in the TCE PI Trust will revert to Mestek.

6.3 Amendments. The Trustee, after consultation with the Future Claimants' Representative, may modify or amend this TCE PI Trust Agreement and the TCE PI Trust By-laws. The Trustee, after consultation with the Future Claimants' Representative, may modify or amend the TDP; provided, however, that no amendment to the TDP shall be inconsistent with the provisions limiting amendments to that document provided therein. Any modification or amendment made pursuant to this Section must be done in writing. Notwithstanding anything

contained in this TCE PI Trust Agreement to the contrary, neither this TCE PI Trust Agreement, the TCE PI Trust Bylaws, the TDP, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, or modify the scope, efficacy or enforceability of the TCE Channeling Injunction or other releases entered by the Bankruptcy Court through confirmation of the Plan or the TCE PI Trust's qualified settlement fund status under Section 468B of the Internal Revenue Code. The Reorganized Debtor and Mestek shall receive copies of any such amendments.

6.4 Meetings. The Trustee and the Future Claimants' Representative, shall be deemed to have attended a meeting in the event such person spends a substantial portion of the day conferring, in person or by telephone conference call, on TCE PI Trust matters with the Future Claimants' Representative or Trustee, as applicable. The Trustee and the Future Claimants' Representative shall have complete discretion to determine whether a meeting, as described herein, occurred for purposes of Sections 2.2(e) and 5.6 above.

6.5 Severability. Should any provision in this TCE PI Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TCE PI Trust Agreement.

6.6 Notices. Notices to persons asserting claims shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such person's claim form submitted to the TCE PI Trust with respect to his or her TCE PI Trust Claim.

(a) Any notices or other communications required or permitted hereunder to

the following parties shall be in writing and delivered at the addresses designated below, or sent by telex, telecopy or facsimile pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the TCE PI Trust through the initial Trustee:

[To be named prior to Plan Confirmation]

Lawrence Fitzpatrick
1009 Lenox Drive
Bldg. 4, Suite 101
Lawrenceville, NJ 08648

To the initial Future Claimants' Representative:

Eric D. Green
Resolutions LLC
222 Berkeley Street, Suite 1060
Boston, MA 02116

with a copy to:
Young Conaway Stargatt & Taylor LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, DE 19801
Attn: Edwin J. Harron, Esq.

To Reorganized Debtor:

Met-Coil Systems Corporation
711 Ogden Avenue
Lisle, Illinois 60532
Attn: Charles F. Kuoni, III

with a copy to:
Goldberg Kohn
55 E. Monroe, Suite 3700
Chicago, Illinois 60603
Attn: Ronald Barliant, Esq.

To Mestek:

Mestek
260 North Elm Street
Westfield, MA 01085
Attn: J. Nicholas Filler

with a copy to:
Greenberg Traurig, P.C., LLP
77 West Wacker Drive
Suite 2500
Chicago, Illinois 60601
Attn: Nancy A. Peterman, Esq.

(b) All such notices and communications if mailed shall be effective when physically

delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

6.7 Successors and Assigns. The provisions of this TCE PI Trust Agreement shall be binding upon and inure to the benefit of Met-Coil, the TCE PI Trust, the Trustee and Reorganized Debtor, and their respective successors and assigns, except that neither Met-Coil, the TCE PI Trust, the Trustee nor Reorganized Debtor may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this TCE PI Trust Agreement except, in the case of the TCE PI Trust and the Trustee, as contemplated by Section 2.1 above.

6.8 Limitation on Claim Interests for Securities Laws Purposes. TCE PI Trust Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 6.8 shall not apply to the holder of a claim that is subrogated to a TCE PI Trust Claim as a result of its satisfaction of such TCE PI Trust Claim.

6.9 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this TCE PI Trust Agreement is contained herein and in the documents referred to herein, and this TCE PI Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise

thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 Headings. The headings used in this TCE PI Trust Agreement are inserted for convenience only and do not constitute a portion of this TCE PI Trust Agreement, nor in any manner affect the construction of the provisions of this TCE PI Trust Agreement.

6.11 Governing Law. This TCE PI Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to Delaware conflict of law principles.

6.12 Settlor Representative and Cooperation. The Reorganized Debtor is hereby irrevocably designated as the Settlor, and it is hereby authorized to take any action required of the Settlor in connection with the TCE PI Trust Agreement. The sole obligation of the Reorganized Debtor under this TCE PI Trust Agreement shall be the establishment of the TCE PI Trust; provided, however that the Reorganized Debtor agrees to cooperate with the TCE PI Trust through the sharing of information and data relevant to the settlement of TCE PI Trust Claims. The TCE PI Trust, the Trustee and the Future Claimants' Representative ~~agrees~~agree to keep confidential all information and data supplied by Met-Coil ~~or~~, the Reorganized Debtor, or Mestek and further ~~agrees~~agree to use such information and data solely for the settlement of the TCE PI Trust Claims.

6.13 Dispute Resolution. Any disputes that arise under this TCE PI Trust Agreement or under the TDP shall be resolved by submission of the matter to an alternative dispute resolution (“ADR”) process mutually agreeable to the parties involved. Should any party to the

ADR process be dissatisfied with the decision of the arbitrator(s), that party may apply to the Bankruptcy Court, or such other court of competent jurisdiction, for a judicial determination of the matter. In either case, if the dispute arose pursuant to the consultation provision set forth in Section 5.6, the burden of proof shall be on the party who objected to a proposed action to show that the objection was valid. Notwithstanding anything else herein contained, to the extent any provision of this TCE PI Trust Agreement is inconsistent with any provision of the Plan, the Plan shall control.

6.14 Enforcement and Administration. The provisions of this TCE PI Trust Agreement and the TDP attached hereto shall be enforced by the Bankruptcy Court, or such other court of competent jurisdiction pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court, or such other court of competent jurisdiction, shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by alternative dispute resolution in accordance with Section 6.13 above.

6.15 Effectiveness. This TCE PI Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

6.16 Counterpart Signatures. This TCE PI Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this TCE PI Trust Agreement this
_____ day of _____, _____.

**MET-COIL SYSTEMS CORPORATION,
SETTLOR, by**

Name: _____

Title: _____

TRUSTEE

~~[To be named prior to Plan Confirmation]~~ Lawrence
Fitzpatrick

FUTURE CLAIMANTS' REPRESENTATIVE

Eric D. Green, Esq.

EXHIBIT F

Alternative Dispute Resolution Procedures

**ATTACHMENT A TO
TRUST DISTRIBUTION PROCEDURES**

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

MET-COIL SYSTEMS CORPORATION TCE PI TRUST
FORM OF ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

Pursuant to Section 4.8 of the Met-Coil Systems Corporation TCE PI Trust Distribution Procedures (the “TDP”), the Met-Coil Systems Corporation TCE PI Trust (the “TCE PI Trust”) hereby establishes the following Alternative Dispute Resolution (“ADR”) Procedures to resolve all present and future TCE PI Trust Claims, as that term is defined in the Plan. All capitalized terms herein shall be as defined and/or referenced within the TDP and in the Fourth Amended Glossary of Terms attached as Exhibit 1 to the Plan (with the Plan definitions ultimately controlling).

I. OVERVIEW

If necessary, the TCE PI Trust shall appoint a Private Adjudication Coordinator, at the cost of the TCE PI Trust, to administer these ADR procedures. To initiate these procedures, the claimant must make a written request for ADR to the TCE PI Trust within thirty (30) days of receipt of the TCE PI Trust Liquidated Value offer or claim rejection. Within twenty (20) days of a claimant’s request for ADR, the TCE PI Trust will send the claimant an ADR packet containing the documents necessary to pursue the ADR process. These ADR procedures shall not be construed as imparting to any claimant any substantive or procedural rights beyond those conferred by the TDP.

The ADR process includes both non-binding and binding elements. In addition, there are mandatory as well as voluntary options to be utilized by the claimant and the TCE PI Trust in proceeding toward settlement. These ADR procedures must be pursued by claimants on an individual basis. As a general matter, claims of different claimants cannot be grouped together even if the claimants are represented by the same counsel, unless the TCE PI Trust, in its sole discretion, decides it would be expeditious to conduct ADR proceedings with respect to more than one claim involving differently exposed claimants with those claimants’ representative. In such a case, however, the arbitrator, mediator or other neutral party must individually value each such TCE PI Trust Claim using the valuation factors set forth in Section 4.3(a)(3) of the TDP, and the claimants’ positions in the TCE PI Trust’s FIFO Processing and Payment Queues must be separately maintained.

The requisite steps in the ADR process are as follows, in order:

Mandatory ADR Proceedings (Two Stages)

Stage One: Mediation

Stage Two: Arbitration (Binding or Non-Binding)

Initiation of ADR

Within twenty (20) days of a claimant's request for ADR, the TCE PI Trust will send the claimant an ADR packet containing a copy of these procedures and the following:

1. A Summary Outline of the ADR procedures with the time limits identified;
2. Form Affidavit of Completeness;
3. Request for Mediation Form;
4. Election Form and Agreement to submit to Binding Arbitration; and
5. Election Form and Agreement to submit to Non-binding Arbitration.

A claimant must engage in mediation before any form of arbitration. Only after either party rejects a non-binding arbitration award may a claimant proceed to then commence a lawsuit in the court system. It is the claimant's responsibility to comply with the ADR time deadlines. Although the deadlines may be extended by agreement or for cause shown, failure to comply with a deadline without obtaining an extension may result in withdrawal of the TCE PI Trust Claim. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the TCE PI Trust shall send the claimant written notice of the failure to comply. If the claimant does not take any action on the TCE PI Trust Claim, then thirty (30) days thereafter the TCE PI Trust Claim will be deemed withdrawn.

After the claimant selects either binding or non-binding arbitration, the TCE PI Trust shall execute the appropriate election form and agreement. If both parties agree to binding arbitration, then the claimant and the TCE PI Trust waive their respective rights to initiate a lawsuit in the court system as set forth in the TDP.

If either party rejects a non-binding arbitration award, and the claimant has otherwise complied with the requirements of these ADR procedures and the Plan, then the claimant may commence a lawsuit against the TCE PI Trust in the appropriate jurisdiction.

II. ADR PROCEEDINGS SUMMARY

A. Showing Required

As set forth in the TDP, in order to establish a valid TCE PI Trust Claim, a claimant must make a demonstration of exposure to TCE for which Met-Coil or any Mestek Affiliate allegedly bears legal responsibility.

B. Mediation

The claimant is required to participate in mediation as an ADR alternative and may request telephone mediation. This process will require the submission of detailed mediation statements to familiarize the mediator with the respective positions. The TCE PI Trust shall establish and maintain a list of qualified mediators compensated by the TCE PI Trust. The Private Adjudication Coordinator shall select a qualified mediator from the list within fifteen (15) days after receipt of the Request for Mediation Form signed by the claimant and the TCE PI Trust. In the event that a Private Adjudication Coordinator has not been appointed, the TCE PI Trust may appoint any qualified mediator with experience in class action and mass tort settlement adjudications, unless otherwise agreed.

TCE PI Trust Claims shall be handled by each mediator in the order received by him or her, to the extent practicable. Any party may be represented by legal counsel. The mediator shall review the TCE PI Trust Claim and the positions of the parties, such information as the parties may wish to submit as to a fair and equitable settlement, and all documents and medical reports relevant to the TCE PI Trust Claim as submitted by the parties. Submissions by claimants may not introduce any factual matter not contained in the documents in the TCE PI Trust's file. At least five (5) business days prior to the mediation conference, claimant and the TCE PI Trust shall each submit to the mediator a mediation statement consisting of a confidential statement outlining the claimant's medical condition, exposure evidence, and each party's detailed position on overall TCE PI Trust Claim value. The mediator shall confer with the parties and/or their representatives, individually and jointly. Such conference may be conducted by telephone. A representative of the TCE PI Trust with settlement authority must participate in the conference. The mediator may request, but not require, that the claimant personally participate in the conference. Such conference shall be in the nature of a settlement conference. The mediator shall work with both sides toward reaching an acceptable, reasonable settlement. The mediator does not have the authority to impose a settlement on the parties. Ten (10) days after the conclusion of the mediation, if the parties have not settled the matter, the claimant may submit to the TCE PI Trust an Election Form and Agreement for Binding or Non-binding Arbitration.

C. Binding and Non-binding Arbitration Procedures

Upon completion of mediation, the claimant may request non-binding and/or binding arbitration. Binding arbitration will be conducted in the "final offer" format also known as "baseball style" arbitration. If the TCE PI Trust Claim is arbitrated in either the binding or non-binding format, then the arbitrator shall return an award no greater than the Maximum Value for the relevant Scheduled Disease set forth in Section 4.3(a)(2) of the TDP.

If the claimant requests arbitration, either binding or non-binding, then the TCE PI Trust shall execute the appropriate Election Form and Agreement. The TCE PI Trust may not decline the claimant's election of either binding or non-binding arbitration, but reserves all rights to reject any award in a non-binding arbitration proceeding. The arbitration may be conducted by telephone at the discretion of the arbitrator. If the parties agree to engage in binding arbitration, then the claimant and the TCE PI Trust waive their respective rights to initiate a lawsuit in the court system as set forth in the TDP.

III. RULES GOVERNING MEDIATION

A. Election

The claimant shall submit to the TCE PI Trust an executed Affidavit of Completeness (Attachment A) along with a signed Request for Mediation Form (Attachment B) within ninety (90) days of the TCE PI Trust's mailing of the ADR packet. Within fifteen (15) business days of the TCE PI Trust's receipt of the signed Request for Mediation Form, the TCE PI Trust shall review and sign the form and forward a signed copy along with an executed Affidavit of Accuracy to the claimant and the Private Adjudication Coordinator, if appointed.

B. Selection of Mediator

Within fifteen (15) days of receiving the signed Request for Mediation Form, the Private Adjudication Coordinator shall retain a mediator from the approved list of mediators. In the event that a Private Adjudication Coordinator has not been appointed, the TCE PI Trust may appoint any qualified mediator that has experience with class action and mass tort settlement adjudications, unless otherwise agreed. The mediator shall be compensated by the TCE PI Trust. The Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, shall schedule a mediation conference within sixty (60) days after receipt of the signed request for mediation form. The mediation may be conducted by telephone. Scheduling of the conference shall be coordinated with the mediator, and the conferences shall take place in the order received by the mediator, to the extent practicable.

C. Submission of Materials to Mediator

At least five (5) business days prior to the mediation conference, the claimant and the TCE PI Trust shall each submit to the mediator mediation statements consisting of a confidential statement outlining the claimant's medical condition, the alleged exposure, and each party's position on overall TCE PI Trust Claim value. The parties may also submit to the mediator documents and medical reports that they believe are relevant to the TCE PI Trust Claim. The mediator shall review the TCE PI Trust Claim and the positions of the parties and the other

information that the parties submit prior to the mediation conference. The mediation statements shall comply with the following rules:

- a. The statement should not exceed ten (10) double-spaced typewritten pages exclusive of attachments.
- b. The statement may not introduce factual matter not contained in the documents in the TCE PI Trust's file as certified by the Affidavit of Completeness.

D. Mediation Conference

Any party may be represented by legal counsel at the mediation conference. The mediator shall confer with the parties' representatives and, if the claimant is present and consents, with the claimant. A representative of the TCE PI Trust with settlement authority must participate in the conference. The mediator may request, but not require, that the claimant personally participate in the conference.

E. Negotiations at the Mediation Conference

The mediator may facilitate settlement in any manner the mediator believes is appropriate. The mediator will help the parties focus on their underlying interests, explore resolution alternatives and develop settlement options. The mediator will decide when to hold joint conferences, and when to confer separately with each party.

The parties are expected to initiate and convey to the mediator proposals for settlement. Each party shall provide a rationale for any settlement terms proposed. Finally, if the parties fail to develop mutually acceptable settlement terms, before terminating the procedure, and only with the consent of the parties, (a) the mediator may submit to the parties a final settlement proposal; and (b) if the mediator believes he/she is qualified to do so, the mediator may give the parties an evaluation (which if all parties choose, and the mediator agrees, may be in writing) of the likely outcome of the case if it were tried to final judgment, subject to any limitations under the Plan, the TDP and ethical codes.

F. Confidentiality of Mediation

The entire mediation process is confidential. Unless agreed among all of the parties or required to do so by law, the parties and the mediator shall not disclose to any person who is not associated with the participants in the process, including any judicial officer, any information regarding the process (including pre-process exchanges and agreements), contents (including written and oral information), settlement terms or outcome of the proceeding.

Under this procedure, the entire process is a compromise negotiation subject to Federal Rule of Evidence 408 and all state counterparts, together with any

applicable statutes protecting the confidentiality of mediation. All offers, promises, conduct and statements, whether oral or written, made in the course of the proceeding by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential. Such offers, promises, conduct and statements are privileged under any applicable mediation privilege and are inadmissible and not discoverable for any purpose, including impeachment, in litigation between the parties. However, any written or oral information or other materials submitted to the mediator by either the TCE PI Trust or the claimant may be submitted by either party to the arbitrator in an arbitration that takes place under these ADR procedures. In addition, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable solely as a result of its presentation or use during the mediation.

The exchange of any tangible material shall be without prejudice to any TCE PI Trust Claim that such material is privileged or protected as work-product within the meaning of Federal Rule of Civil Procedure 26 and all state and local counterparts.

The mediator and any documents and information in the mediator's possession will not be subpoenaed in any such investigation, action or proceeding, and all parties will oppose any effort to have the mediator or documents subpoenaed. The mediator will promptly advise the parties of any attempt to compel him/her to divulge information received in mediation.

G. Submission of Written Offers After Mediation

At the conclusion of the mediation, the mediator shall require the parties to exchange written settlement offers that shall remain open for ten (10) days. If after the expiration of that ten (10) day period neither party accepts the other's written offer or the parties do not otherwise settle the matter, then the claimant may request binding or non-binding arbitration by sending to the TCE PI Trust the appropriate signed Election Form and Agreement for either Binding or Non-binding Arbitration.

IV. RULES GOVERNING NON-BINDING AND BINDING ARBITRATION

A. Election by the TCE PI Trust

The TCE PI Trust shall review the Election Form and Agreement for Binding or Non-binding Arbitration (Attachments C and D)(the "Election Form and Agreement"), and within five (5) business days of receipt, the TCE PI Trust shall sign the Election Form and Agreement and shall immediately send a fully signed Election Form and Agreement to the Private Adjudication Coordinator, if appointed.

B. Selection of the Arbitrator

1. As soon as reasonably possible after the receipt of the signed Arbitration Agreement, but no more than fifteen (15) days after the receipt of the signed arbitration agreement, the Private Adjudication Coordinator, or the TCE PI Trust if no Private Adjudication Coordinator is appointed, shall select three potential arbitrators from a rotating list of qualified arbitrators with previous experience in class action and mass tort settlement adjudications, unless otherwise agreed. Arbitrator's assignments will be made, on a rotating basis, by the Private Adjudication Coordinator. The Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, shall promptly notify the arbitrator and the parties of the potential arbitrators' selection. If a potential arbitrator is unable or unwilling to serve, then a replacement selection will be made prior to notifying the TCE PI Trust and the claimant of the potential arbitrators selected.
2. Within seven (7) days of receipt of the list of potential arbitrators, the TCE PI Trust may select and identify to the Private Adjudication Coordinator, one potential arbitrator to be stricken from the list. The Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, shall then promptly notify the claimant of the TCE PI Trust's selection, whereupon, within seven (7) days of the receipt of such notification, the claimant may select, and identify to the Private Adjudication Coordinator or the TCE PI Trust, a second potential arbitrator to be stricken from the list. The Private Adjudication Coordinator or TCE PI Trust shall then notify all parties which potential arbitrator remains and will conduct the arbitration. If either the TCE PI Trust or the claimant, or both, fails to exercise the right to strike an arbitrator from the list of potential arbitrators, the Private Adjudication Coordinator shall appoint from those potential arbitrators remaining the arbitrator next in rotation on the TCE PI Trust's rotating list.
3. Any appointed arbitrator shall disclose to the Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, any circumstances likely to affect impartiality, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or representatives. Upon receipt of such information from the arbitrator or another source, the Private Adjudication Coordinator or TCE PI Trust shall communicate the information to the parties and, if the administrator deems necessary, to the arbitrator and others. Upon objection of a party to the continued service, the Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, shall determine whether the arbitrator should be disqualified and shall inform the parties of the decision, which shall be final.

C. Final Offer or “Baseball Style” Binding Arbitration

All binding arbitration shall be conducted in the “final offer” format also known as “baseball style” arbitration. In the course of submitting the arbitration materials, as explained in these rules, the parties shall submit their final offer of settlement which shall also serve as the party’s demand for arbitration award. The arbitrator must choose from one of these two demands in determining the amount of the arbitration award.

D. Submission of Pre-Hearing Statements

Within twenty (20) days of the appointment of an arbitrator, each party shall submit to the opposing party and to the arbitrator a written statement (not to exceed ten (10) double-spaced pages) containing that party’s positions and arguments. Each party may then submit a supplement to its position paper (not to exceed five (5) double-spaced pages) following the initial pre-hearing conference to respond to the opposing party’s positions and arguments and addressing issues raised at the initial pre-hearing conference. Supplements must be sent to the opposing party and to the arbitrator within ten (10) days after the date of the pre-hearing conference.

The Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, will provide the arbitrator with a complete schedule of categories of injuries and Scheduled Diseases and Maximum and Minimum Values therefor in the TDP.

E. Initial Pre-Hearing Conference and Scheduling Hearing Date for Arbitration Hearing

1. Within fifteen (15) calendar days of the receipt of both parties’ statements, the Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, shall contact the claimant, the arbitrator, and, if necessary, the TCE PI Trust to schedule the initial pre-hearing conference. The pre-hearing conference shall be presided over by the arbitrator and held by telephone conference call.
2. During the initial pre-hearing conference, the arbitrator shall schedule the date and select the location of the arbitration hearing either at the location of the arbitrator or a location mutually agreeable by the parties. The arbitration hearing should be scheduled not less than forty-five (45) days, and not more than sixty (60) days, from the date of the initial pre-hearing conference. The Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, will mail a confirmation notice of this date to the claimant and the TCE PI Trust.

3. During the initial pre-trial conference, the arbitrator shall seek to achieve agreement between the parties on:
 - a. narrowing the issues (through methods including but not limited to stipulation of facts);
 - b. any legal issues; and
 - c. any other matters that will expedite the arbitration proceedings.

If appropriate or if the parties do not agree on these issues, then the arbitrator must issue orders governing the process.

F. No Discovery With Limited Exceptions

There shall be no discovery except as specifically provided below. The purpose of the arbitration is to resolve differences between the TCE PI Trust and the claimant based only on the documents that have been previously submitted to the TCE PI Trust by the claimant and upon the documents relied upon by the TCE PI Trust to make a settlement offer to the claimant or to disallow the TCE PI Trust Claim. Except, however, if the TCE PI Trust commissions an independent medical examination or a third-party medical review upon which the TCE PI Trust relies in evaluating the claimant's TCE PI Trust Claim, then the claimant may depose the medical professional conducting the review or examination after having a reasonable opportunity to study any report or written opinion generated by the medical professional.

G. No Record of Proceedings Unless Requested by Arbitrator

There will be no record or transcript of the proceedings unless and except if the arbitrator requests a transcript to assist him/her in reviewing the evidence or otherwise to aid in the decision making process. In the event an arbitrator requests a transcript prior to the arbitration, then the TCE PI Trust shall arrange for a court reporter and shall pay all expenses associated with the preparation of the transcript. In no event, however, will the transcript be made available to the parties, nor shall any time required for preparation of the transcript affect the time for the arbitrator to render a decision.

H. Postponement of Hearing

The arbitrator for good cause may postpone any hearing upon the request of a party or upon the arbitrator's own initiative, and shall also grant such postponement when all of the parties agree.

I. Duration of Hearings

The arbitrator shall complete the hearing in one day except for good cause shown. The arbitrator shall set time limits on the respective presentations, and shall enforce those set limits. The parties shall request no more than three hours apiece for presentation of their cases.

J. Procedure at Arbitration Hearing

1. Testimony Under Oath or Affirmation

If the claimant or any other witness testifies, such testimony shall be under oath or affirmation administered by the arbitrator.

2. Conduct of Hearing

The arbitration may be conducted by telephone at the discretion of the arbitrator. At the opening of the arbitration hearing, the arbitrator shall make a written record of the time, place, and date of the hearing, and the presence of the parties and counsel.

3. Evidence

a. Rules of Evidence: The arbitrator is not required to apply the rules of evidence used in judicial proceedings; provided, however, that the arbitrator shall apply the attorney-client privilege and the work product privilege. The arbitrator shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality and weight of the evidence offered.

b. Admission of Evidence: The evidence that the arbitrator may consider shall be limited to the following:

- (i) The documents supplied to the TCE PI Trust prior to the execution of the Affidavit of Completeness;
- (ii) Non-binding or binding arbitration election agreement;
- (iii) Testimony of the claimant. The claimant may offer evidence regarding the nature and extent of compensable damages, including physical injuries, and exposure. The TCE PI Trust may cross-examine on these issues. At the claimant's option, a claimant's deposition, including videotaped testimony, shall be admissible into evidence in lieu of live testimony;

- (iv) Any additional deposition testimony taken by the TCE PI Trust or the claimant, and provided to both sides, prior to the initiation of ADR;
- (v) Any evidence submitted in mediation; and
- (vi) Arguments of the claimant and the TCE PI Trust. The arguments shall be limited to the evidence contained and the issues raised in the documents or testimony referred to above and shall be limited to one-half hour. The arbitrator shall disregard any effort to introduce further evidence or issues in argument.

K. Conclusion of Hearing and Submission of Post-Hearing Briefs

When the parties state that they have no further evidence or witnesses to offer, and after the parties have made their closing arguments, if any, the arbitrator shall declare the hearing closed. Post-hearing statements will be permitted only upon order of the arbitrator and shall be served upon the arbitrator no later than ten (10) ten days after the hearing is closed. Such statements shall be no longer than five (5) double spaced pages. The time limit within which the arbitrator is required to make the award shall commence to run upon the closing of the hearing or the submission of post-hearing statements whichever is later

L. Option to Waive Oral Hearings

The parties may request a waiver of oral hearings. Oral hearings will only be waived if all parties consent.

M. Arbitration Decision

1. The arbitrator shall issue a decision no later than fifteen (15) calendar days after the date of the close of the hearing or submission of post-hearing statements, whichever is later.
2. The decision shall state only the amount of the award, if any. The decision shall not state reasons for the award. An arbitrator shall not be permitted to make punitive, exemplary, trebled or like damages; and attorneys' fees, prejudgment and post-judgment interest and costs shall not be sought or allowed. The award shall dispose of all monetary claims presented to the arbitrator and shall determine fully the only issue to be decided pursuant to the arbitration agreement: the amount, if any, at which the TCE PI Trust Claim value should be fixed. To assist the arbitrator, the Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, will provide the arbitrator with a schedule setting forth the Disease Levels, the Minimum and Maximum Values

associated with each category, and Exposure Values. The arbitrator's award shall not exceed the Maximum Value amount for the appropriate Disease Level in the TDP.

N. Payment of Award

Pursuant to the terms of the arbitration agreement, the TCE PI Trust will promptly send to the claimant the appropriate release. Upon receipt of the duly executed release, the TCE PI Trust will then pay the TCE PI Trust Claim based upon the binding or, if accepted by both parties, the non-binding award, in accordance with the TDP provisions.

O. Rejection of Non-binding Award

1. A party in a non-binding arbitration proceeding that wishes to reject the award must notify the other party within thirty (30) days from the date a non-binding award is issued. If no rejection is received or sent by the TCE PI Trust, then the decision will stand and the award will be deemed accepted by both parties and the TCE PI Trust will promptly send to the claimant the appropriate release. The TCE PI Trust will then pay the TCE PI Trust Claim in accordance with the TDP.

2. Procedure for Rejected Award

a. Rejection by Claimant

If claimant has sent the TCE PI Trust timely notification of rejection of a non-binding award and wishes to pursue the TCE PI Trust Claim, then the claimant must notify the TCE PI Trust through correspondence postmarked no later than sixty (60) days from the date of the non-binding award. If notification is received within the sixty (60) day deadline and claimant wishes to pursue the TCE PI Trust Claim, then the TCE PI Trust will within fifteen (15) days of receipt of this notification send the claimant an authorization to commence litigation.

b. Rejection by TCE PI Trust

If the TCE PI Trust rejects the non-binding award, then claimant may elect binding arbitration or request that the TCE PI Trust forward the authorization to commence litigation.

V. GENERAL ADR PROCEDURES GOVERNING MEDIATION, NON-BINDING ARBITRATION, AND BINDING ARBITRATION

A. Appointment of Private Adjudication Coordinator

After establishment of the TCE PI Trust, the Trustee and the Future Claimants' Representative shall appoint the Private Adjudication Coordinator to schedule and supervise the implementation of these ADR Procedures. The Private Adjudication Coordinator shall only be appointed and employed when necessary as requests for mediation and/or arbitration are received by the TCE PI Trust. The Private Adjudication Coordinator shall be compensated for his services to the TCE PI Trust on an hourly basis and paid from the Trust's administrative expenses.

If in the exercise of their discretion, the Trustee and the Future Claimants' Representative determine that the appointment of a Private Adjudication Coordinator is not necessary or efficient, the TCE PI Trust may administer the ADR process in place of the Private Adjudication Coordinator. If a Private Adjudication Coordinator is not appointed, the TCE PI Trust shall select a mediator or arbitrator that has experience with class action and mass tort settlement adjudications.

B. ADR Submissions

The claimant's submissions (with the exception of the binding arbitration's written argument) will be reviewed by the Private Adjudication Coordinator, or the TCE PI Trust if no Private Adjudication Coordinator is appointed, before they are submitted to the mediator or arbitrator. If they contain materials not previously submitted in support of the TCE PI Trust Claim, then the TCE PI Trust Claims department will review the additional information and determine the effect, if any, it would have on the TCE PI Trust's evaluation of the TCE PI Trust Claim. In appropriate situations, a new offer may be made to the claimant.

If an attorney or other agent represents the claimant, both the attorney and the claimant must also sign the Election and Agreement for Binding Arbitration. The attorney or agent may not sign in place of, or for, the claimant unless the claimant is incapacitated, incompetent or deceased and the attorney or agent has been designated legally to act on the claimant's behalf. Documentation of this legal designation will be required.

C. No Grouping or Bundling of TCE PI Trust Claims

As a general matter, there shall be no grouping or bundling of TCE PI Trust Claims by separate claimants at any stage of the ADR or arbitrations even if the TCE PI Trust Claims are related and/or the claimants have the same counsel. Each claimant must proceed individually through the ADR and arbitration

processes with all TCE PI Trust Claims that claimant may have or may represent. This provision is intended to separate TCE PI Trust Claims of different exposed persons and has no effect upon multiple TCE PI Trust Claims brought by a claimant's representative, such as heirs of a deceased individual. However, the TCE PI Trust, in its sole discretion, may decide that it would be expeditious to allow the conduct of arbitration proceeding with respect to more than one TCE PI Trust Claim of different exposed persons, provided that the arbitrator individually values each such TCE PI Trust Claim in accordance with the valuation factors set forth in the TDP, and provided that the respective claimants' separate positions in the TCE PI Trust's FIFO Processing and Payment Queues are maintained.

D. No Ex Parte Communication

There shall be no ex parte communication between the arbitrator and any counsel or party in any matter. All correspondence between the arbitrator and the parties will be facilitated by the Private Adjudication Coordinator. In the event a Private Adjudication Coordinator is not appointed, all communication between the arbitrator and any party to the arbitration shall include all parties in the matter.

E. TCE PI Trust Claims and Defenses

All available TCE PI Trust Claims and defenses which exist under the law subject to the claimant's election under the TDP shall be available to both sides.

F. Costs of ADR

1. ADR expenses

The TCE PI Trust will pay the arbitrator's fee for non-binding or binding arbitration up to two thousand dollars (\$2,000.00) per TCE PI Trust Claim depending on the length of the hearing. The TCE PI Trust will assume costs of meeting and hearing facilities for arbitration. Claimants will pay their costs and attorney fees including any expenses incurred should the claimant testify.

2. Filing Fee

Claimants seeking arbitration shall pay a \$100 filing fee to the TCE PI Trust upon submission of an Election Form and Agreement for Binding or Non-binding Arbitration (Attachments C and D). The TCE PI Trust, after consultation with the Future Claimants' Representative, may adjust the filing fee at any time based on the best interests of the TCE PI Trust and its beneficiaries.

G. Waiver of Objection to Rules Infraction

Either party who continues with mediation, non-binding arbitration, or binding arbitration proceeding after knowing that any provision or requirement of the applicable rules has not been complied with, and who fails to state a timely objection in writing to the arbitrator or mediator shall be deemed to have waived the right to object. A timely objection by a claimant must be stated in writing and mailed to the TCE PI Trust with instructions to forward the objection to the Private Adjudication Coordinator, if appointed, and to the arbitrator or mediator. A timely objection by the TCE PI Trust will be mailed to the claimant and to the Private Adjudication Coordinator with instructions to forward to the arbitrator or mediator, or mailed directly to the mediator or arbitrator if no Private Adjudication Coordinator is appointed.

H. Serving of Notices and Other Papers

Each party to the ADR and arbitration agreements shall be deemed to have consented that any papers, notices, or processes necessary or proper for the initiation or continuation of ADR and Arbitration proceedings under these rules may be served upon such party as follows:

1. By regular U.S. mail or overnight courier addressed to such party or their attorneys at their last known address;
2. By facsimile transmission, if a copy of the transmitted papers is mailed to the party or their attorney at their last known address within twenty-four (24) hours of the facsimile transmission; or
3. By personal service, within or without the state where the mediation or arbitration is to be held, whether the party is within or without the United States of America.

I. Time Limits Triggered Upon Receipt

1. Documents sent by U.S. mail under these rules shall be deemed received three (3) business days after the date of postmark. Documents sent via overnight mail shall be deemed received on the next business day after mailing.
2. Documents sent via facsimile transmission shall be deemed received on the business day that the transmission is received.

J. Exclusion of Liability

Neither the Private Adjudication Coordinator nor the mediator, nor the arbitrator shall be liable to any party for any act or omission in connection with any evaluation conducted under these rules.

K. Relationship of Rules to Request for Mediation, Non-binding Arbitration Agreement or Binding Arbitration Agreement

These Rules shall be deemed a part of, and incorporated by reference in, every duly executed ADR agreement or arbitration agreement and shall be binding on all parties.

L. Arbitrator Immunity

Arbitrators who serve pursuant to these rules shall have the same immunity as judges for their official acts.

M. Jurisdiction

Any dispute under these rules shall be subject to the jurisdiction of the United States Bankruptcy Court for the District of Delaware.

N. Statement of Confidentiality

1. All ADR and arbitration proceedings and information relating to the proceeding will be confidential. Neither party shall disclose the information obtained during the proceedings, or the valuation placed on the case by an arbitrator to anyone or use such information or valuation in any further proceeding except as necessary to maintain the TCE PI Trust's obligation to report to the Bankruptcy Court and to provide ongoing evaluation by the TCE PI Trust and the Future Claimants' Representative. Except for documents prepared by a non-party which are introduced as evidence before an arbitrator, any document prepared by another party, attorney or other participant in anticipation of the ADR is privileged and shall not be disclosed to any court or arbitrator or construed for any purpose as an admission against interest.
2. All ADR and arbitration proceedings shall be deemed a settlement conference pursuant to Rule 408 of the Federal Rules of Evidence. Except by agreement of the parties, the parties will not introduce into evidence in any other proceedings the fact that there was an arbitration, the nature or amount of the award, and written submissions may be used for purposes of showing accord and satisfaction or res judicata. In binding arbitration, the decision of the arbitrator may be admissible in the event the claimant improperly seeks to litigate the TCE PI Trust Claim. The binding arbitration award shall be admissible in support of a motion to enjoin such litigation. No arbitrator will ever be subpoenaed or otherwise required by any party or any third party, to testify or produce records, notes or work product in any future proceedings.

O. Amendments

Except as otherwise ruled by the Bankruptcy Court, these rules, as they may from time to time be amended by the Trustee, after consultation with the Future Claimants' Representative, will be binding on all parties in the form in which they are in force on the date the claimant signs the election agreement.

P. Time Limits

The time limits included in these procedures are to be strictly enforced. Any time limit set forth herein may be extended by agreement of the parties or for cause shown to the neutral party presiding over the particular ADR or arbitration proceeding. Any request for extension, however, shall first be made to the opposing party and then, if the parties cannot agree, shall be submitted to the Private Adjudication Coordinator who will request a ruling from the mediator, or arbitrator as the case may be.

Although the deadlines may be extended by agreement or for cause shown, failure to comply with a deadline without obtaining an extension may result in withdrawal of the TCE PI Trust Claim. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the TCE PI Trust shall send the claimant written notice of the failure to comply. If the claimant does not take any action on the TCE PI Trust Claim, then thirty (30) days thereafter the TCE PI Trust Claim will be deemed withdrawn.

AFFIDAVIT OF COMPLETENESS

I, _____, as the person [or representative of the person] who has filed a TCE PI Trust Claim against the Met-Coil Systems Corporation TCE PI Trust, being duly sworn, depose and say:

I have furnished all information that I wish to be considered in the valuation of TCE PI Trust Claim number _____.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

By: _____

Claimant or Claimant's representative

Date _____

Sworn to before me this _____ day of _____, _____.

MET-COIL SYSTEMS CORPORATION TCE PI TRUST
REQUEST FOR MEDIATION FORM

I, _____ ("Claimant"), TCE PI Trust Claim No.
_____, hereby elect and agree to:

Attempt in good faith to resolve the dispute with the TCE PI Trust relating to my TCE PI Trust Claim promptly by confidential mediation under the terms set forth in the Mediation procedure established by the TCE PI Trust. I have been provided with a copy of the rules relating to Mediation established by the TCE PI Trust. I understand and agree to those rules in the course of the Mediation.

Dated: _____, _____.

Claimant or Claimant's Attorney

Accepted and Consented to:

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

By: _____

_____ Title

Dated: _____

MET-COIL SYSTEMS CORPORATION TCE PI TRUST
ELECTION FORM AND AGREEMENT FOR
BINDING ARBITRATION

I, _____ ("Claimant"), TCE PI Trust Claim No. _____, hereby elect and agree to:

Submit all disputes with the TCE PI Trust relating to my TCE PI Trust Claim to binding arbitration under the terms set forth in the Binding Arbitration procedure established by the TCE PI Trust. I have been provided with a copy of the rules relating to Binding Arbitration established by the TCE PI Trust. I understand and agree to those rules in the course of the Binding Arbitration. **I understand that as a result of this agreement if accepted by the TCE PI Trust, I will waive my rights to litigate my TCE PI Trust Claim in Court including the right to trial by jury and I will be bound by the arbitration award.**

Dated: _____, _____.

Claimant

Claimant's Attorney

Claimant and attorney must both sign

Accepted and Consented to:

By accepting this agreement the TCE PI Trust waives its rights to litigate the claimant's TCE PI Trust Claim in Court including the right to trial by jury and agrees to be bound by the arbitration award.

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

By: _____

_____ Title

Dated: _____

MET-COIL SYSTEMS CORPORATION TCE PI TRUST
ELECTION FORM AND AGREEMENT FOR
NON-BINDING ARBITRATION

I, _____ (“Claimant”), TCE PI Trust Claim No. _____, hereby elect and agree to:

Submit all disputes with the TCE PI Trust relating to my TCE PI Trust Claim to non-binding arbitration under the terms set forth in the Non-Binding Arbitration procedure established by the TCE PI Trust. I have been provided with a copy of the rules relating to Non-Binding Arbitration established by the TCE PI Trust. I understand and agree to those rules in the course of the Non-Binding Arbitration.

Dated: _____, _____

Claimant or Claimant’s Attorney

Accepted and Consented to:

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

By: _____

_____ Title

Dated: _____